Agenda **Regular Meeting of the Finance Committee**
October 27, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

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Webinar ID: 825 5465 4608

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
    a. Finance Department Staff Recognition- Results of Auction and Fleet Staff Contribution. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)
6. Action Items: Consent Agenda
    a. Request for Approval of the October 06, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 10/27/2025

b. Request for Approval of a Budget Amendment Resolution (BAR) Appropriating Bond Proceeds, Premiums and Issuance Fees for the 2025 General Obligation (GO) Bond Issue. (Andy J. Hopkins, Budget Officer; ajhopkins@santafenm.gov and Clarence Romero, Treasury Officer; clromero@santafenm.gov)

Committee Review:
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

c. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $500,000 from Prior Year, FY2025 General Fund Balances to Support Continuation of Audit Support Accounting Services Professional Contracts. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

d. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design from Grant Revenue for the Rehabilitation of Taxiway F- Design. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,450 to Increase WIP Design from Grants Revenue for the Reconstruction of the Airport Lighting Vault. (Paulette Ortiz, Grant Administrator; pkortiz@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

f. Request for Approval of a Professional Services Contract with Santa Fe Watershed Association for the Santa Fe Conservation and Sustainability Education Programming in the Total Amount of $454,387.50 for a Four-Year

Term. (Christine Chavez, Water Conservation Manager; cychavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

g. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $112,000 from Road Impact Fees to FY26 Complete Streets Revenue and Expenses for the Completion of the Engineering Design of Henry Lynch Road Reconstruction Project. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review;
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

h. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $510,214 to Increase the Repairs & Maintenance and Professional Contracts Using FY26 Available Airport Revenue in Excess of Budgeted Expenditures. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov and Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

i. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3151 Improvements to Fire Station Facilities in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

Committee Review
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

j. Request for Approval of the New Mexico Department of Finance

Administration Grant Appropriation #25-J3149 in the Total Amount of $1,900,000 with a Reversion Date of June 30, 2027, to Purchase and Equip a Ladder Truck. (Sten Johnson, Fire Department Assistant Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds in the Amount of $1,900,000 into FY26 Revenue and Expenses for Fire Support Services.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

k. Request for Approval of the New Mexico Department of Finance and Administration Grant Appropriation #25-J3150 in the Total Amount of $525,000 to Purchase and Equip a Fire Engine with a Reversion Date of June 30, 2027. (Sten Johnson, Fire Department Assistant Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds in the Total Amount of $525,000 into FY26 Revenue and Expenses for Fire Support Services.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

l. Request for Approval of Capital Outlay Grant Agreement from the New Mexico Department of Finance and Administration for Project 25-J3155 for MRC Soccer Valley Expansion in the Total Amount of $3,000,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,000,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for the MRC Soccer Valley Expansion Project.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

m. Request for Approval of Capital Outlay Grant Agreement from the New Mexico Department of Finance and Administration for Capital Appropriation Project 25-J3152 Fort Marcy Park Baseball Field Improvements in the Total Amount of

$500,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Legislative Grant Funds in the Total Amount of $500,000 to Parks and Open Space FY26 Revenue and WIP Construction for the Fort Marcy Park Baseball Field Improvements Project.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

n. Request for Approval of Capital Outlay Grant Agreement #25-J3156 with the New Mexico Department of Finance and Administration for MRC Irrigation Upgrades in the Total Amount of $200,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Legislative Grant Funds in the Total Amount of $200,000 to Parks and Open Space FY26 Revenue and WIP Construction for the MRC Irrigation Project.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

o. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from Available General Fund Balance to Parks and Open Space FY26 WIP Construction for Shelby Pedestrian Bridge Replacement. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

p. Request for Approval of a Professional Service Contract with SKM Engineering for On-Call SCADA and Controls Engineering Services in the Total Amount of $346,200 Including NMGRT for a Four-Year Term. (P. Fred Heerbrandt, P.E., Engineering Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $346,200 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

q. Request for Approval of the Purchase of Two Automated Side-Loading Collection Vehicles in the Total Amount of $851,054.20 Excluding NMGRT with MHC Texas Kenworth. (Martin Valdez, ESD Fleet Manager; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

r. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3141 Improvements to the Fogelson Library Complex in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Design for Improvements to the Fogelson Library Complex.

Committee Review
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

s. Request for Approval of Assignment and Estoppel of Leases from Jet Center at Santa Fe Real Estate, LLC, to Atlantic Aviation Santa Fe, LLC Pursuant to the Transfer Provision of those Leases. (Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

t. Request for Approval of Amendment No. 2 to Software as a Service Agreement Item #17-0381 with Tyler Technologies, Inc. to Increase the Compensation by $1,144,148 for a New Total Amount of $9,431,664.12 and to Extend the Termination Date to August 31, 2026, for Tyler Munis and EnerGov Software. (Eric Candelaria, ITT Department Director: edcandelaria@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

u. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $92,509 from the General Fund Balance to the Municipal Court FY26 Operating Budget. (Justine Hines, Paralegal Municipal Court; jahines@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 0/29/2025

v. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,584,933 to Re-Appropriate the Economic Development FY25 One-Time Funding to the FY26 Budget for Small Business Crime Mitigation and Workforce Development. (Loretta Olguin, Business Operations Manager; lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

w. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $168,568 to Re-Appropriate the Unused Balance from FY25 General Fund Appropriation to FY26 to Fund Previously Existing Contracts. (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov).

Committee Review:
Quality of Life Committee:10/22/2025
Finance Committee: 10/27/2025
Governing Body:10/29/2025

x. Request for Approval of Amendment No. 3 to Item #23-0375 with Homewise to Increase the Compensation by $190,000 for a New Total Contract Amount of $760,000 and to Extend the Term through June 30, 2026 to Provide Homebuyer/Owner Support Services to Residents of Santa Fe with Low and Moderate Incomes. (Roberta L. Catanach, Project Administrator; rlcatanach@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

y. Request for Approval of Amendment No. 3 to Item #22-0376 with the Housing Trust to Increase the Compensation by $110,000 for a New Total Contract Amount of $440,000 and to Extend the Term through June 30, 2026, to Provide Homebuyer/Owner Support Services to Residents of Santa Fe with Low and Moderate Incomes. (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

z. Request for Approval of Intergovernmental Agreement Between the First Judicial District Attorney's Office and Santa Fe County to Collaboratively Implement, Sustain, and Evaluate Two Programs: The Youth Community Violence Initiative and a Youth Diversion Initiative Known as Uplift Youth to Reduce Youth Involvement in Violence and the Juvenile Justice System through Proactive, Trauma-Informed, and Community-Centered Approaches, for a Term Ending on December 31, 2025. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

aa. Request for Approval of Amendment No. 1 to Item #24-0596 Intergovernmental Agreement with the New Mexico Children, Youth and Families Department to Decrease the FY26 Budget from $316,342 to $218,822 for Alternative to Detention Services in the City of Santa Fe. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of Budget Amendment Resolution (BAR) to Decrease Grant Proceeds by $97,520 in FY26.

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

bb. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $6,656,267 to FY26 for Homelessness Service Contracts. (Kristen Woods, Program Manager Youth & Family Services; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

cc. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $200,000 to FY26 for One-time Midyear Funding for the City’s Afterschool Program. (Brian Stinett, Recreation Division Director; bjstinett@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

dd. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding in the Amount of $175,000 from FY25 Teen Center Remodel and Replacement to FY26 Ice Arena Repair and Maintenance. (Brian Stinett, Recreation Division Director; bjstinett@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

ee. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,103 to Fund the Previously-Frozen Risk and Safety Compliance Officer Position. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov).

Committee Review:
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

ff. CONSIDERATION OF BILL NO. 2025-6. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber, Councilor Signe Lindell, Councilor Pilar Faulkner, Councilor Michael Garcia)
A Bill Relating to the Santa Fe Traffic Operations Program; Amending Section 24-4 to Remove the Requirement for Police Department Oversight; Provide for the Use of Cameras that Detect Vehicle Noise Violations Using an Automated Compliance Enforcement System; and Impose a Fine for System-Detected Vehicle Noise Violations.(Deputy Chief Valdez, Santa Fe Police; bpvaldez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Governing Body (Public Comment): 10/08/2025
Public Works and Utilities Committee: 10/20/2025
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 11/12/2025

gg. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Requiring a “Micro Community” in Every City of Santa Fe Council District by January 1, 2027, or, if that Timeline is not met, A Presentation explaining the Barriers to Meeting the Timeline and Recommending How and When the Goal of a Micro Community in Every District Can Be Achieved. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Quality of Life Committee: 10/01/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

hh. CONSIDERATION OF BILL NO. 2025-21. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber)
A Bill Amending SFCC 1987, Section 28-1.5 ("Living Wage Ordinance"), to Increase the City's Base Minimum Wage and Update the Formula for Calculating the Minimum Wage Annually. (Rod Gould, Senior Advisor and Public Engagement Coordinator; rsgould@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/10/2025
Governing Body (Public Comment): 09/24/2025
Public Works and Utilities Committee: 09/29/2025 *VOTED TO POSTPONE TO 10/20/2025, RULE IV(C)(4)(i)*
Economic Development Advisory Committee: 10/01/2025
~~Quality of Life Committee 10/01/2025~~ *POSTPONED TO 10/22/2025, RULE IV(C)(4)(ii)*
~~Finance Committee:10/06/2025~~ *POSTPONED TO 10/27/2025, RULE IV(C)(4)(ii)*
~~Governing Body: 10/29/2025~~ *POSTPONED TO 11/12/2025, RULE IV(C)(4)(ii)*
Public Works and Utilities Committee: 10/20/2025
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 11/12/2025

ii. CONSIDERATION OF BILL NO. 2024-17. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber and Councilor Jamie Cassutt)
A Bill Repealing and Replacing SFCC 1987 Chapter 14 ("Land Development Code"); Clarifying and Consolidating Various References to Code Violations Into One Violations Section; Specifying that the Applicant or the Property Owner Have the Burden of Proof for Establishing Legal Non-Conformities; Reducing the Early Neighborhood Notification Requirement for City Capital Improvement Projects to those Exceeding Two Hundred and Fifty Thousand Dollars; Renaming "Special Use Permit" to "Conditional Use Permit"; Removing Historic District Review Board's ("HDRB") Authority to Recommend Personal Property Acquisitions; Requiring Archaeologists to Hold a New Mexico State Burial Excavation Permit for Certain Work; Removing Waivers of Qualifications for Archaeologists by Archaeological Review Committee; Increasing Permitted Building Heights for Residential Districts and Non-Residential Development; Establishing Densities and Height By Right for Certain Residential Zones Exceeding Ten Units Per Acre; Creating a Parks and Open Space Zoning District; Permitting Additional Flexibility for Certain Structures and Situations Regarding Setbacks; Eliminating Residential Suite Hotel/Motel and Ecological Resource Protection Overlay Zoning Districts; Reducing the Length at Which an Archaeological Clearance Permit is Required for Sewer and Utility Main Construction; Removing Alcohol Sale Regulations in the Airport Road Overlay; Identifying a Strategy to Review and Approve Land Uses Not Specifically Listed in the "Summary Table of Allowed

Uses”; Clarifying that Duplexes, Triplexes, Townhomes, and Residential Complexes are Permitted Uses; Creating Use Categories and Subcategories and Reorganizing Some Existing Uses Into New Categories within the Table of Allowed Uses; Requiring Trees to be Integrated Into Stormwater Infrastructure in the Airport Road Overlay District; Removing Certain Prohibitions for Vehicle Parking at Residences; Allowing Accessory Dwelling Units to be the Maximum Allowable Height of the Zoning District; Establishing Design and Dimensional Standards for Residential Compound Development; Regulating In-Ground and Above-Ground Pools; Regulating Agricultural Home Occupations; Reassigning the Use, “Laboratory, Research, or Testing” From Industrial to Commercial; Regulating Outdoor Dining; Updating Telecommunication Facilities Code to be Consistent with Federal Standards; Establishing New Subdistrict Regulations in the Historic District Overlays; Specifying Primary Facades for Significant Structures and the Strategy for Identifying Primary Facades On Contributing Structures; Updating Definitions For Façade and Elevation; Prohibiting Enclosure Of Existing Porches and Portals on Primary Facades of Contributing Structures; Requiring Window Depth and Other Characteristics of Windows and Doors be Preserved in Historic Districts; Increasing Affordability Incentives, Including Administrative Review and Density Bonuses; Specifying that Open Space Requirements in the C-2 District are Per Dwelling Unit; Expanding Options to Reduce On-Site Parking and Exempting the Business Capital District from Parking Requirements in Table 7-4; Reducing Required Off-Street Parking Spaces; Requiring Electric Vehicle Charging Stations for All New Developments; Distinguishing Parking Regulations Applicable to Bicycles from those Applicable to Vehicles, and Requiring Long-Term Bicycle Storage and Parking; Eliminating Content-Based Sign Restrictions; Imposing a Variety of New Regulations Protecting the City’s Terrain and Stormwater Management; Imposing New Landscaping Standards for Plants and Trees; Eliminating Allowance for High- and Low-Pressure Sodium Lamps and Mercury Vapor, Adding Led as the Permitted Lamp Type, and Decreasing the Permitted Incandescent Watts from 160 to 150; Sunsetting the Business Capitol District Design Review Committee and Long Range Planning Subcommittee; Defining Numerous Terms; Imbedding Graphical Depictions of Processes; and Making Non-Substantive Chapter Organizational Changes. (Maggie Moore, Assistant Land Use Director; mrmoore@santafenm.gov)

Committee Review:

Governing Body (Introduction): 10/08/2025
Special Governing Body (Public Comment): 10/09/2025
Historic Districts Review Board and Archaeological Review Committee Joint Meeting: 10/14/2025
Planning Commission: 10/16/2025
Public Works and Utilities Committee: 10/20/2025
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body Special Meeting (Public Hearing): 11/19/2025

7. Action Items: Discussion Agenda

8. Public Hearing

    a. Request for Issuance of a Cease-and-Desist Order to close Chinese Massage LLC, 4985 Airport Road, Unit B, Yufang Bao, Operator/Owner, (571)392-0740. Code Enforcement Case# 2025-4553, Violation of SFCC 18-1.7 *Notice of Violation; Penalty*, Operating Without a Business License and in a Manner Contrary to the Public Welfare. (Maggie Moore, Assistant Land Use Director; mrmoore@santafenm.gov)

9. Matters from Staff

10. Matters from the Committee

11. Matters from the Chair

12. Next Meeting: Monday, November 10, 2025

13. 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.

Regular Meeting of the Finance Committee
October 6, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Governing Body was called to order by Councilor Romero-Wirth at 5:03 PM, on Monday, October 6, 2025, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING
Emily Oster, Director, Finance Department

3. Approval of Agenda

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Lindell, to Amend.

VOTE The motion Passed on a voice vote.

Remove item n and postpone to October 27, 2025 Finance Committee Meeting.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Lindell, to Amend.

VOTE The motion Passed on a voice vote.

The following items were pulled for discussion:

- Item d
- Item j
- Item k

5. Presentations

    a. Finance Department Staff Recognition. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

    b. Neumo/Formerly Avenu Short Term Rental Software Implementation. (Maggie R. Moore, Assistant Land Use Director; mrmoore@santafenm.gov)

    c. Results of Civic Engagement on the Living Wage Proposal. (Elisa Montoya, Community Development Director, edmontoya1@santafenm.gov; Johanna Nelson, Office of Economic Development Director, jcnelson@santafenm.gov).

6. Action Items: Consent Agenda

    a. Request for Approval of the September 08, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

        Committee Review:
        Finance Committee: 10/06/2025

Approved on Consent.

    b. Request for Approval of the September 22, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

        Committee Review:
        Finance Committee: 10/06/2025

Approved on Consent.

    c. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the New Mexico Department of Finance and Administration Grant Proceeds to the EMS Fund for Paramedic Training. (Sten Johnson, Fire Department Assistant Chief; sajohnson@santafenm.gov)

        Committee Review:
        Quality of Life Committee: 10/01/2025
        Finance Committee: 10/06/2025
        Governing Body: 10/08/2025

Approved on Consent.

    d. Request for Approval of a Budget Amendment Resolution (BAR) From the Water and Wastewater Enterprise Funds to Salary and Benefits in the Total Amount of $1,005,495 to Reclassify 87 Positions in the Public Utilities Department. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

        Committee Review:
        Public Works and Utilities Committee: 09/29/2025
        Finance Committee: 10/06/2025

Governing Body: 10/08/2025

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

VOTE The motion Passed on a roll call vote.

e. Request for Approval of a Grant Agreement (FTA G-31) with the U.S. Department of Transportation Federal Transit Administration (FTA) via the Small Urban Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $159,545 through December 31, 2026. (Gabrielle Chavez, Transit Director of Administration: gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $159,545 from the FTA Grant to Transit Revenue and Expenses.

Committee Review:
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

Approved on Consent.

f. Request for Approval of Grant Agreement with New Mexico Department of Finance and Administration in the Total Amount of $590,000 for the Capital Project 25-J3159 Phase II Expansion of the Airport Terminal and Related Infrastructure through June 30, 2029. (Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $584,100 from the Legislative Grant to FY26 Airport Revenue and WIP Design for Phase II of the Airport Terminal Expansion Project.

Committee Review:
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

Approved on Consent.

g. Request for Approval of a Professional Services Contract with FCS Group for an Amount Not To Exceed $1,235,412.54 Including NMGRT for Financial Management Services for a Four-Year Term. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025

Governing Body: 10/08/2025

Approved on Consent.

h. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $254,069 to the FY26 Human Service Grants and Services and Professional Service Contracts. (Christa Hernandez, Program Manager Youth & Family Services; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/01/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

Approved on Consent.

i. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $124,754 into FY26 Human Services and Children and Youth Commission Funds. (Christa Hernandez, Program Manager Youth & Family Services; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/01/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

Approved on Consent.

j. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Total Amount of $1,225,850 from the General Fund to Land Use Contracts for the General Plan Update and Short-Term Rental Software. (Heather Lamboy, Planning & Land Use Department Director; hllamboy@santafenm.gov)

Committee Review:
Finance Committee: 10/6/2025
Governing Body: 10/8/2025

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

VOTE The motion Passed on a roll call vote.

k. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $10,000,000 from the 2025 GO Bond to FY26 Complete Streets Revenue, WIP Design and WIP Construction for Paving Projects Planned for FY26. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov and Marcos Esquibel, Complete Streets Project Manager 2;

mpesquibel@santafenm.gov)

Committee Review:
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

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

VOTE The motion Passed on a roll call vote.

l. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Jamie Cassutt and Councilor Carol Romero-Wirth)
A Resolution Updating the Water Offset Requirement Fee Chart to More Accurately Reflect the Current Market Value of Water Rights. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

Approved on Consent.

m. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Carol Romero-Wirth)
A Resolution Directing the City Manager to Direct City Staff to Identify and Apply for Federal and State Funding Sources for City Water, Wastewater, and Other Water-Related Projects, Including Submitting Water Trust Board Applications; Identify a State Legislative Priority List for Water-Related Projects; and Approve New Mexico Water Trust Board Applications Submitted. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

Approved on Consent.

n. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Pilar Faulkner, and Councilor Jamie Cassutt)
A Resolution Requiring a “Micro Community” in Every City of Santa Fe Council District by January 1, 2027, or, if that Timeline is Not Met, a Presentation Explaining the Barriers to Meeting the Timeline and Recommending How and When the Goal of a Micro Community in Every District Can Be Achieved. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Quality of Life Committee: 10/01/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

Approved on Consent.

7. Action Items: Discussion Agenda
8. Matters from Staff
9. Matters from the Committee
10. Matters from the Chair
11. Next Meeting: Monday, October 27, 2025
12. Adjourn

Meeting Adjourned at 7:27 P.M.

ERMINIA TAPIA
_____ _____
Liaison Chair

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance	10/9/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
2025 GO Bond - Bank Charges & Fees	4000961	561750		255,430	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
2025 GO Bond Proceeds	4000961	471300		(24,315,000)	
2025 GO Bond Premiums	4000961	471350		(940,429)	
				$ (24,999,999)	$ -

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

Appopriation of bond proceeds, premiums and issuance fees for the 2025 General Obligation Bond Issue

[see attached memo]

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
400	24,999,999
TOTAL:	**24,999,999**

Clarence Romero — Prepared By *{print name}* — 10/9/2025 Date

Division Director Signature *{optional}* — Date

Emily K. Oster — Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — 10/09/2025 Date

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

N/A — City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

FINANCE

DATE: October 9 2025

TO: Finance Committee
Governing Body

FROM: Clarence Romero, Treasury Officer CR (CLARENCE ROMERO)
Andy Hopkins, Budget Officer AJH

VIA: Emily K. Oster, Finance Director EKO (EKO)

ITEM AND ISSUE:

Request for approval of a Budget Amendment Resolution (BAR) appropriating bond proceeds, premiums and issuance fees for the 2025 General Obligation (GO) Bond Issue.

BACKGROUND AND SUMMARY:

In the City of Santa Fe General Elections held on November 5, 2024 the voters approved an issue of $25 million in GO Bonds by the City. GO Bonds are backed by, and payable from, property taxes levied by the City against properties located within the City limits. This bond issue will fund various street and road projects throughout the City.

The attached BAR appropriates the bond proceeds, bond premiums and bond issuance fees for the 2025 GO Bond Issue. Other BARs are in progress to transfer the proceeds of this bond issue to various street and road projects throughout the City of Santa Fe.

ACTION RECOMMENDED:

Please approve the BAR appropriating bond proceeds, premiums and issuance fees for the 2025 General Obligation (GO) Bond Issue.

Signature: CLARENCEROMERO

Email: clromero@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **October 20, 2025**

TO: **Finance Committee**
Governing Body

VIA: **Mark Scott, City Manager** Mark Scott (Oct 22, 2025 15:31:31 PDT)

FROM: **Emily K. Oster, Finance Director** Emily K. Oster

SUBJECT: **Request for Approval of a Budget Amendment Resolution (BAR) to Add Prior Year (FY2025) One-Time Funding to the Finance Department FY2026 Budget**

ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $500,000 from Prior Year (FY2025) General Fund Balances to Support Continuation of Audit Support Accounting Services Professional Contracts. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

BACKGROUND AND SUMMARY:

In FY2025 the Finance Department had a budget of $2,500,000 for accounting services professional contracts. This funding, which came from recurring General Fund revenues, was used to pay for audit support services provided by CliftonLarsonAllen. These services were critical to getting the City's FY2024 audit submitted on-time to the Office of the State Auditor on December 16, 2024.

During the development of the City's FY2026 budget the Finance Department's budget for accounting services professional contracts was reduced to $500,000 from recurring General Fund revenues. This allowed recurring General Fund revenues previously budgeted in the Finance Department to be allocated City-wide to support a 3% across-the-board pay increase for City employees.

In addition to the $500,000 from recurring General Fund revenues budgeted for FY2026 accounting services professional contracts, an additional $500,000 was allocated from FY2025 one-time mid-year funding to be budgeted in FY2026 to support continuation of audit support accounting services professional contracts. This funding was identified in January 2025 during the development of the one-time mid-year funding requests approved by the Governing Body in February 2025. Because the funding was intended to be used in FY2026 a BAR was not brought before the Governing Body at that time. Now that FY2026 is underway the Finance Department requests approval of a Budget Amendment Resolution (BAR) to add the $500,000 allocated from prior (FY2025) General Fund Balances to the FY2026 budget to support continuation of audit support accounting services provided by CliftonLarsonAllen.

ACTION REQUESTED:

Request for approval of the attached Budget Amendment Resolution (BAR) in the amount of $500,000. This request is necessary to support on-time completion of the ongoing audit of fiscal year 2025 and ensure that the City stays on-track to complete the audit of fiscal year 2026 timely.

FUNDING SOURCE AND USE:
Fund Name/Number: General Fund/100
Munis Org Name/Number: Accounting/1000142
Munis Expenditure Object Name/Number: Professional Contracts/510300

ATTACHMENTS:
BAR form

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Audit Support Accounting Services (Professional Contracts)	1000142	510300		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

Appropriation from available prior year (FY2025) General Fund balance for expenditure in FY2026 to support continuation of audit support accounting services provided by CliftonLarsonAllen. This request is necessary to support on-time completion of the ongoing audit of fiscal year 2025 and ensure that the City stays on-track to complete the audit of fiscal year 2026 timely.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(500,000)
TOTAL:	**(500,000)**

Emily K. Oster — 10/20/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Emily K. Oster — 10/20/25
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 21, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: September 18, 2025

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

Via: Jimmy Gunn, Interim Airport Director JG

From: Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov PO

Subject: FAA Grant # 3-35-0037-066-2025

ITEM AND ISSUE:
Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design U.S. Department of Transportation Federal Aviation Administration Funding for the Rehabilitation of Taxiway F- Design.

(Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov)

Action Requested: Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

1. Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of $90,193. This grant will be used for the Rehabilitation of Taxiway F- Design. The FAA will pay 95% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 17, 2025. Due to the U.S Department of Transportation's Fiscal Year ending on September 30, 2025, they required that this grant be fully executed no later than September 18th, 2025 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify approvals through the City of Santa Fe's required processes.

PROCUREMENT METHOD:
This is the acceptance of a grant – no procurement involved.

ERIKA LUJAN
ERIKA LUJAN (Sep 24, 2025 09:49:12 MDT)

Signature:

Email: jdgunn@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 04/22/2025

Project Title: TXY F DESIGN

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Department: AIRPORT Project Manager: Kelly Bynon Ext: 2909

Project Date Range: 05/01/2025 to 04/30/2027 ☐ Create Fixed Asset

Project ID: AIR2554520

Grant ID: S2566 AND F2526

Approved By: ERIKA LUJAN (Apr 24, 2025 13:55 MDT)

(Finance Use Only)

4123125

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOTAD % of Funding: 4%

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: $3,799

Funding Source: FAA (to be awarded at a later time) % of Funding: 95%

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: $90,193

Expense String Phase: $949 to come from 545 fund for local match

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: DESIGN MUNIS ORG: 5450407 MUNIS OBJ: 572960

Grants Only (list all grants if applicable):

Grantor Name: NMDOTAD Awarded Amount: $3,799

AR Charge Code: 5450407/ 490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable):

Grantor Name: FAA (to be awarded at a later time) Awarded Amount: $90,193.00

AR Charge Code: 5450407 / 490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable):

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	8/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Design	5450407	572960	AIR2554520	90,193	
REVENUES				{enter as negative #}	{enter as positive #}
NMDOT	5450407	490550	AIR2554520	(90,193)	
				$ -	$ -

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

NMDOT Grant SAF-26-01 was awarded to Santa Fe Regional Airport for Rural Air Serivce Enhancement Program.

This Grant was awarded as revenue guarantee grant for an airline to start services to LAX. Should the selected company, American Airlines, nit generate expected revenue, this money will be provided to them.

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

Paulette Ortiz — Prepared By {print name} — 8/25/2025 Date

Division Director Signature {optional} — 8/26/25 Date

Department Director Signature — 8/26/25 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Budget Officer — Sep 24, 2025 Date

Emily K. Oster — Finance Director {≤ $5,000} — Oct 1, 2025 Date

City Manager {≤ $60,000} — Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 17, 2025

Honorable Alan Webber
City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0037-066-2025** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. James Fuller, (817) 222-4332, james.a.fuller@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker
Justin Barker (09/17/2025 11:48:34 CDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	September 17, 2025
Airport/Planning Area	**Santa Fe Regional Airport**
Airport Infrastructure Grant Number	**3-35-0037-066-2025**
Unique Entity Identifier	**QLN2YKMMJ8X6**

TO: **City of Santa Fe**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 14, 2025, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway F – Design (Phase 1)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$90,193.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $90,193 for airport development or noise program implementation

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018,** is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; ~~and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law~~.

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32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

41. Pursuant to the court's preliminary injunction order in City and County of San Francisco v. Trump, 3:25-cv-01350-WHO] (N.D. Cal.) , ECF 225 (Aug. 22, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiffs or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiffs to make any certification or other representation related to compliance the challenged

immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

> [T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (09/17/2025 11:48:34 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Erin McSherry, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at Sept 18, 2025

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. ~~The applicable provisions to this agreement include, but are not limited to, the following~~:

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FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Santa Fe)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated Sept. 18, 2025

City of Santa Fe
(Name of Sponsor)

Mark Scott
(Signature of Sponsor's Authorized Official)

By: Mark Scott
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of February 14, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Mark Scatt
CITY MANAGER

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

Date: September 18, 2025

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

Via: Jimmy Gunn, Interim Airport Director JG

From: Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov PO

Subject: FAA Grant # 3-35-0037-067-2025

ITEM AND ISSUE:
Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault- Phase 1.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,450 to Increase WIP Design U.S. Department of Transportation Federal Aviation Administration Funding for the Reconstruction of the Airport Lighting Vault.

(Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov)

Action Requested: Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault.

1. Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of $249,450. This grant will be used for the Reconstruction of the Airport Lighting Vault. The FAA will pay 95% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 17, 2025. Due to the U.S Department of Transportation's Fiscal Year ending on September 30, 2025, they required that this grant be fully executed no later than September 18th, 2025 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify approvals through the City of Santa Fe's required processes.

PROCUREMENT METHOD:
This is the acceptance of a grant – no procurement involved.

Grant Manager: ERIKA LUJAN ERIKA LUJAN (Sep 25, 2025 12:21:57 MDT)

Signature:
Jimmy G (Sep 18, 2025 20:45:54 MDT)

Email: jdgunn@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 9/18/25 UPDATE REQUEST

Project Title: ELECTRIC VAULT CONSTRUCTION

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AIR2554502

Grant ID: S2508/F2608

Approved By: ERIKA LUJAN (Sep 19, 2025 15:52:43 MDT)

CT (Finance Use Only)

Department: PW/AIRPORT 545 Project Manager: KELLY BYNON Ext: 2909

Project Date Range: 7/1/2024 to 6/30/2028 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOTAD SAF 24-06 % of Funding: _____

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 56200.00

Funding Source: USDOT-FAA GRANT 67 % of Funding: _____

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: 249450.00

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: DESIGN/WIP CONSTRCT MUNIS ORG: 5450407 MUNIS OBJ: 572960, 572970

Grants Only (list all grants if applicable): LOCAL FUND: 6300.00

Grantor Name: NMDOTAD GRANT SAF 24-06 Awarded Amount: 56200.00

AR Charge Code: 5450407.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): N/A

Grantor Name: USDOTFAA GRANT 3.35.0037.067.2025 Awarded Amount: 249450.00

AR Charge Code: 5450407.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.106

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	7/9/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	5450407	572960	AIR2554502	249,450	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept of Transportation	5450407	490550	AIR2554502	(249,250)	
				$ 200	$ -

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

Grant 3-35-0037-067-2025 was awarded to the Santa Fe regional Airport in the amount of $249,450 for the Design of reconstructing Airport Lighting Vault Phase I. This grant is a matching grant to state gratn SAF-24-06

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Kelly Bynon 9/18/2025
Prepared By *{print name}* Date

Division Director Signature *(optional)* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Sep 25, 2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 17, 2025

Honorable Alan Webber
City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0037-067-2025** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. James Fuller, (817) 222-4332, james.a.fuller@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker
Justin Barker (09/17/2025 11:50:26 CDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	September 17, 2025
Airport/Planning Area	**Santa Fe Regional Airport**
Airport Infrastructure Grant Number	**3-35-0037-067-2025**
Unique Entity Identifier	**QLN2YKMMJ8X6**

TO: **City of Santa Fe**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2025, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Airport Lighting Vault – Phase 1 (Utility Plan & Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$249,450**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $249,450 for airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018,** is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; ~~and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.~~

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32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

36. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

37. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

41. Pursuant to the court's preliminary injunction order in City and County of San Francisco v. Trump, 3:25-cv-01350-WHO] (N.D. Cal.) , ECF 225 (Aug. 22, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to

any grant funds awarded, directly or indirectly, to Plaintiffs or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiffs to make any certification or other representation related to compliance the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

> [T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (09/17/2025 11:50:26 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated Sept. 18, 2025

City of Santa Fe
(Name of Sponsor)

Mark Scott
(Signature of Sponsor's Authorized Official)

By: Mark Scott
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at Sept. 18, 2025

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. ~~The applicable provisions to this agreement include, but are not limited to, the following~~:

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FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 15, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Mark Scott
CITY MANAGER

DATE: 9-18-2025

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

The Purchasing Memo

Date: September 18, 2025

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

From: Christine Chavez, Water Conservation Manager CyC

Via: Jesse Roach, Public Utilities Department Director Jesse Roach

Subject: Santa Fe Water Conservation and Sustainability Education Programming

Vendor Name: Santa Fe Watershed Association (SFWA)

Munis Vendor Number: 2585

ITEM AND ISSUE:

The City of Santa Fe Public Utilities Department respectfully requests your review and approval of the Santa Fe Water Conservation and Sustainability Education Programming Request for Approval #26001in the total amount payable to the Contractor under this Agreement, shall not exceed ($454,387.50) including NMGRT four (4) years from date of final signature from the Executive Director of the Santa Fe Watershed Association, Morika Hensley, mori@santafewatershed.org, 505-231-1371.

CONTRACT NUMBER:

The FY25Munis contract number is 3260181

BACKGROUND AND SUMMARY:

Education and outreach have long been pillars of the City's approach to water conservation and sustainability. A flagship initiative is the City's K–12 Water Conservation Education program, developed in alignment with ProjectWET and integrated into science instruction across Santa Fe Public Schools. Through classroom lessons and guided field experiences, students explore the principles of watershed health, water conservation, sustainability and their role as environmental stewards.

Through this RFP, the City seeks to build upon its established education framework and community partnerships to broaden its reach, especially among youth and underserved populations, and further advance its environmental and sustainability goals.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT/ 505

Munis Org Name/Number: WTR Cnsrvn/ 5050382

Munis Object Name/Number: Prfsl Cntr/ 510300

Budget Officer / Designee: Andy Hopkins **Date:** 09/24/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Contractor will provide comprehensive water conservation and sustainability-based education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate Watershed Stewardship programming, lead public educational hikes within the protected Municipal Watershed, administer the nationally recognized ProjectWET curriculum for water-related education and engagement and incorporate sustainability topics such as recycling and reuse fundamentals, raingardens, pollinator gardens and appropriate plant and tree choices for our changing climate.

The selected organization shall deliver the following:

Implementation and facilitation of a Watershed Stewardship Education Initiative for 5th grade students in the City.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of K-12 ProjectWET educational programming, customized to support Santa Fe's local conservation and sustainability priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes to The City.

Qualifications:

The selected vendor shall possess demonstrated experience in environmental education, specifically in water conservation and sustainability programming. The vendor must have the capability to develop and deliver

educational content across diverse age groups, including K–12 students, adults, and the general public.

The vendor should be able to provide bilingual education services in English and Spanish to effectively reach Santa Fe's multilingual communities. A strong history of collaboration with public sector entities, school districts, and community-based organizations is essential. The vendor must demonstrate cultural competency, with familiarity in working with Indigenous populations and rural communities in the Santa Fe area. The vendor is expected to collect and report on program outcomes, participation metrics, and conservation and sustainability impacts. In addition, the vendor must have the administrative capacity to comply with municipal procurement requirements, manage contractual obligations, and submit timely reports and invoices as required by the City of Santa Fe.

Technical Specifications:

All programming and services shall conform to the objectives outlined in the City's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Educational content must align with the standards of ProjectWET and New Mexico's K–12 curriculum benchmarks. The Contractor shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation theme.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 09/24/2025

CPO Comment/Exceptions: RFP 26001

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFP
Certificate of Liability Insurance (COI)
Professional Services Contract

Outlook

Re: Education services

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Thu 9/18/2025 9:48 AM
To CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Sep 17, 2025 at 8:00 PM CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov> wrote:

> Are you able to provide this service?
>
> The Contractor will provide comprehensive water conservation and sustainability-based education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate Watershed Stewardship

programming, lead public educational hikes within the protected Municipal Watershed, administer the nationally recognized ProjectWET curriculum for water-related education and engagement and incorporate sustainability topics such as recycling and reuse fundamentals, raingardens, pollinator gardens and appropriate plant and tree choices for our changing climate.

Christine Chavez
Water Conservation Manager
City of Santa Fe Water
savewatersantafe.com
505-955-4219
cychavez@santafenm.gov

Outlook

Fw: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

From MONROE, CARLA D. (Contractor) <cdmonroe@santafenm.gov>
Date Wed 9/17/2025 8:10 PM
To CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>

Here you go…

Carla Monroe
Public Utilities Program Manager- Consultant
505-504-8240

From: MONROE, CARLA D.
Sent: Tuesday, June 10, 2025 4:46:47 PM
To: CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>
Subject: FW: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

FYI….

Carla D. Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov

Bookings with me - MONROE, CARLA D. - Outlook

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Tuesday, June 10, 2025 2:28 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Re: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

Thank you for letting me know!

Very respectfully,

B. Paige Ramsey, MSPM

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 10, 2025 4:27:36 PM
To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

You're welcome. Just so you know, professional services must be procured through RFP.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Tuesday, June 10, 2025 11:29 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Re: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

Thank you kindly for the determination for Professional Services for the Santa Fe Water Conservation and Sustainability Education Programming Invitation To Bid.

V/r,

Paige

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 10, 2025 1:20 PM
To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Subject: RE: Determination Request

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - https://naspovaluepoint.org/categories/
  - https://www.omniapartners.com/publicsector/contracts
  - https://www.buyboard.com/home.aspx
  - https://www.h-gac.com/Home
  - https://www.gsaelibrary.gsa.gov/
  - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

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[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

Book time to meet with me

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Monday, June 9, 2025 9:19 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request

Hi Travis,

When you have a moment, could I have a response to this determination request that has been rejected by Horizons?

V/r,

Paige Ramsey

Very respectfully,

B. Paige Ramsey, MSPM

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Friday, June 6, 2025 4:11:24 PM
To: Matt Loehman <mloehman@horizonsofnewmexico.org>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MONROE, CARLA D. <cdmonroe@santafenm.gov>; BRITT, AMANDA P. <apbritt@santafenm.gov>
Subject: Re: Determination Request

Hi Travis,

When you have a moment, could I have a response to this determination request that has been rejected by Horizons?

V/r,

Paige

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Friday, June 6, 2025 3:22 PM

To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Subject: Re: Determination Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Jun 6, 2025 at 12:05 PM RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov> wrote:

> Hello,
>
> Please provide a determination if Horizon provides services related to the Scope of Work Below. Please provide a written response.
>
> Invitation To Bid:
>
> The City of Santa Fe is seeking bids for the provision of:
>
> Scope of Work:
>
> The Santa Fe Watershed Association (SFWA) will provide comprehensive watershed stewardship, education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan and Water Conservation Plan. Under this agreement, SFWA

will continue to facilitate the "My Water, My Watershed" education initiative, lead public educational hikes within the protected Municipal Watershed, and administer the nationally recognized ProjectWET curriculum for water-related education and engagement.

Deliverables:

The selected organization shall deliver the following:

Implementation and facilitation of the "My Water, My Watershed" education program for K–12 students in the City of Santa Fe.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of ProjectWET educational programming, customized to support Santa Fe's local conservation priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes.

Milestones:
Key project milestones include the following:

Execution of the service agreement, anticipated for July 1, 2025, marking the beginning of the Fiscal Year 2026 performance period.

Launch of the annual "My Water, My Watershed" education program each August in coordination with the school year.

Facilitation of fall and spring watershed hike series, targeted for September and April respectively.

Completion and submission of the Annual Program Impact Report no later than June 30 of each contract year.

Qualifications:
The Santa Fe Watershed Association is uniquely qualified to perform these services based on its long-standing partnership with the City of Santa Fe dating back to the late 1990s. The organization is the only entity authorized to access the Municipal Watershed for the purpose of public education, thereby relieving the City of significant administrative burden. Additionally, SFWA is recognized as New Mexico's official affiliate of ProjectWET, providing exclusive rights and expertise in delivering this nationally endorsed curriculum. With over 12,000 students served to date, SFWA has demonstrated consistent success in engaging the community and supporting the City's conservation objectives.

Technical Specifications:
All programming and services shall conform to the objectives outlined in the City's Municipal Watershed Plan and Water Conservation Plan. Educational content must align with the standards of ProjectWET and New Mexico's K–12 curriculum benchmarks. SFWA shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic

data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation theme.

Very Respectfully,

B. Paige Ramsey, MSPM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Arthur J. Gallagher Risk Management Services, LLC 400 Kiva Court Sante Fe NM 87505	**CONTACT NAME:** Gallagher Client Service Team **PHONE (A/C, No, Ext):** 833-391-6524 **FAX (A/C, No):** **E-MAIL ADDRESS:** SelectClientService@ajg.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** United States Liability Insurance Company — 25895 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Santa Fe Watershed Association 1413 Second St., Ste 3 Santa Fe NM 87505	

COVERAGES **CERTIFICATE NUMBER:** 642119256 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	PHPK2666828011	3/19/2025	3/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A B	Crisis Management Directors & Officers			PHPK2666828011 NDO1052672P	3/19/2025 5/9/2025	3/19/2026 5/9/2026	Limit Limit	$25,000 $500,000

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

General Liability Deluxe Endorsement: Human Services, Form PI-GLD-HS
City of Santa Fe is included as an Additional Insured(s) as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to Additional Insured(s) as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

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

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Item: _____
Munis Contract : 3260181
RFP: 26001

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Santa Fe Watershed Association, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor will provide comprehensive watershed stewardship, education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate a Watershed Stewardship Education Initiative for 5th grade students in the City, lead public educational hikes within the protected Municipal Watershed, and administer the nationally recognized ProjectWET curriculum for water and sustainability -related education and engagement.

Deliverables:
The Contractor shall deliver the following:

Implementation and facilitation of a Watershed Stewardship Education Initiative for 5th grade students in the City of Santa Fe.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of K-12 ProjectWET educational programming, customized to support Santa Fe's local water conservation and sustainability driven priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes.

Qualifications:
The Contractor shall possess demonstrated experience in environmental education, specifically in water conservation and sustainability programming. The Contractor must have the capability to develop and deliver educational content across diverse age groups, including K–12 students, adults, and the general public. The Contractor should provide bilingual education services in English and Spanish to effectively reach Santa Fe's multilingual communities. A strong history of collaboration with public sector entities, school districts, and community-based organizations is essential. The Contractor must demonstrate cultural competency, with familiarity in working with Indigenous populations and rural communities in the Santa Fe area. The Contractor shall collect and report on program outcomes, participation metrics, and conservation impacts. In addition, the Contractor must have the administrative capacity to comply with municipal procurement requirements, manage contractual obligations, and submit timely reports and invoices as required by the City of Santa Fe.

Technical Specifications:
All programming and services shall conform to the objectives outlined in the City's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Educational content must align with the standards of ProjectWET and New Mexico's K–12 curriculum benchmarks. The Contractor shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation and Sustainability theme.

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Santa Fe Water Conservation and Sustainability Education Programming for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

2. Compensation

.A. The City shall pay the Contractor in full payment for services satisfactorily performed. Such compensation not to exceed One Hundred Thousand Five Dollars and zero cents ($105,000.00) excluding gross receipts tax.

B. Payment. The total compensation under this Agreement shall not exceed One Hundred

Thousand Five Dollars and zero cents ($105,000.00) per fiscal year excluding New Mexico gross receipts tax. **Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to

Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment

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

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

9. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. Confidentiality

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

11. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFP #26001 - Santa Fe Water Conservation and Sustainability Education Programming** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

16. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

19. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

20. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this 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. If 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 the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe 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 City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract

modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Christine Chavez, 801 W San Mateo Rd, Santa Fe, NM 87505
cychavez@santafenm.gov

To the Contractor: Morika Hensley, 1413 2nd Street, Suite #3, Santa Fe, NM 87505
mori@santafewatershed.org

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

29. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

CONTRACTOR:
SANTA FE WATERSHED ASSOCIATION

MORIKA HENSLEY, EXECUTIVE DIRECTOR

DATE: Aug 28, 2025

NMBTIN#: 02-477993-00-8

City of SF Business License #: 224509

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 28, 2025 14:51:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

PSA SFWatershed Association

Final Audit Report 2025-08-28

Created:	2025-08-28
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHCGWpmMyXw2iiXpdF9eP3ZIZckCjNL6W

"PSA SFWatershed Association" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-08-28 - 8:39:28 PM GMT

Email viewed by Morika Hensley (mori@santafewatershed.org)
2025-08-28 - 8:45:24 PM GMT- IP address: 98.48.57.60

Document e-signed by Morika Hensley (mori@santafewatershed.org)
Signature Date: 2025-08-28 - 8:47:03 PM GMT - Time Source: server- IP address: 98.48.57.60

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-08-28 - 8:47:05 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-08-28 - 8:48:36 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-08-28 - 8:51:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-28 - 8:51:25 PM GMT

Powered by Adobe Acrobat Sign

Signature: christine chavez

Email: cychavez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

Date: September 24, 2025

To: Governing Body

Via: JOHN BURNETT (Sep 25, 2025 13:56:19 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM Complete Streets Capital Projects Manager RGM

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) to Appropriate $112,000.00 from Road Impact Fees to FY26 Complete Streets Revenue and Expenses for the Completion of the Engineering Design of Henry Lynch Road Reconstruction Project. (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The Henry Lynch Road Reconstruction Project spans approximately 0.5 miles between Agua Fria Street and Rufina Street. Due to significant changes in land use including new residential developments, schools, and commercial activity, the roadway has seen a substantial increase in traffic and no longer meets current ADA, bicycle, drainage, or pavement standards.

The proposed improvements include 6 ft sidewalks, 8 ft buffered bike lanes, two 10 ft travel lanes, and a 16 ft median, full-depth pavement reconstruction, curb and gutter, lighting, signal upgrades, fire hydrants, bus stops, and stormwater infrastructure improvements.

The City has secured $450,000 from NMDOT's Transportation Project Fund, enabling initial design work. An additional $280,000 in road impact fees was used to supplement the design up to 60%. Another $112,000 will complete the design. The requested funds will support final design development incorporating feedback from the City, County, BPAC, and the public; a stormwater plan addressing 100-year storm events per the City of Santa Fe Land Development Code; street landscaping; subsurface utility engineering; and continued public engagement. This project is included in Table 80 of the Infrastructure Capital Improvements Plan and is eligible for up to $3 million in road impact fees. With this request, we will have used $392,000 in road impact fees.

The funding source: Road Impact Fees
Fund Name/Number: CIP
Munis Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Project Ledger Number: ST193300D

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Complete Streets	9/24/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Engineering Design of Henry Lynch Road Reconstruction	3309980	572960	ST193300D	112,000	
Capital Transfer of Road Impact Fees to Complete Streets	2320471	760330		112,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Streets and Roadways CIP Henry Lynch Road Reconstruction - Capital Transfer from Impact Fees	3309980	660232		(112,000)	
				$ 112,000	$ -

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

Allocate Road Impact Fees to Henry Lynch Road Reconstruction Capital Project for Completion of the Engineering Design in the total amount of $112,000.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
330	112,000
232	(112,000)
TOTAL:	**0**

Carol Swenson — 9/24/2025
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

JOHN BURNETT (Sep 25, 2025 13:56:19 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

NMDOT Contract# D19223

Contract No. 3203069
Vendor No. 0000054360
Control No. HW2LP50021

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Henry Lynch Road Reconstruction: To plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina St to include road repavement, bicycle lanes, ADA compliant sidewalks, curb, gutter & drainage facilities.** (Project or CN LP50021). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Four Hundred Fifty Thousand Dollars and No Cents **($450,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$427,500.00**
   Henry Lynch Road Reconstruction: To plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina St to include road repavement, bicycle lanes, ADA compliant sidewalks, curb, gutter & drainage facilities.

2. The Public Entity's required proportional matching Share shall be 5% **$22,500.00**
   For purpose stated above

3. Total Project Cost **$450,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

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

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

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

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

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

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

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

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

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

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

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese (Nov 22, 2021 13:06 MST) Date: Nov 22, 2021

Cabinet Secretary or Designee

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

By: Craig C Kling (Sep 24, 2021 14:32 MDT) Date: Sep 24, 2021

Assistant General Counsel

City of Santa Fe

By: Date: Nov 19, 2021

Title: **MAYOR**

Attest:

Title: **CITY CLERK**

GB MTG 11/10/2021

Approved as to form and legal sufficiency by the City's Attorney

Marcos Martinez
Marcos Martinez (Oct 19, 2021 14:36 MDT)

CITY OF SANTA FE Attorney

Oct 19, 2021
Date

Approved

Mary McCoy

CITY OF SANTA FE Finance Director

Nov 19, 2021
Date

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50021

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50021**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-68

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Jamie Cassutt

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF HENRY LYNCH ROAD.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") entered into a grant agreement under the Transportation Fund Program ("TFP") for a local road project; and

WHEREAS, the total cost of the project will be $450,000 to be funded in proportional share by the parties hereto as follows:

1. NMDOT's share shall be ninety-five percent or $427,500; and
2. The City's proportional matching share shall be five percent or $22,500; and

WHEREAS, the City shall pay all costs that exceed the total budgeted amount of $450,000, to the extent permitted under law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Governing Body hereby approves a cooperative agreement for Project

Control Number LP50021 with the NMDOT for the TPF Program for year 2022 for Henry Lynch Road Reconstruction to plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina Street to include road repaving, creation of bicycle lanes, ADA-compliant sidewalks, curb, gutter, and drainage facilities within the boundaries of the City.

BE IT FURTHER RESOLVED that this project maintains priority status for the City.

BE IT FURTHER RESOLVED that the cooperative agreement terminates on June 30, 2025 and the City incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter and that all such agreements, covenants, and understandings have been merged into the written agreement.

PASSED, APPROVED, and ADOPTED this 10th day of November, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-68 Henry Lynch Road Reconstruction

LP50021 Signed w resolution

Final Audit Report 2021-11-22

Created:	2021-11-22
By:	Charisse Montoya (charisse.montoya@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN-AY5v_9OFvA0hJlTuvkcZ-hsq1xCvYT

"LP50021 Signed w resolution" History

Document created by Charisse Montoya (charisse.montoya@state.nm.us)
2021-11-22 - 8:03:03 PM GMT- IP address: 98.249.102.142

Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature
2021-11-22 - 8:03:57 PM GMT

Email viewed by Justin Reese (Justin.Reese@state.nm.us)
2021-11-22 - 8:05:26 PM GMT- IP address: 104.47.64.254

Document e-signed by Justin Reese (Justin.Reese@state.nm.us)
Signature Date: 2021-11-22 - 8:06:21 PM GMT - Time Source: server- IP address: 67.0.246.58

Agreement completed.
2021-11-22 - 8:06:21 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **September 26, 2025**

TO: **Public Works & Utilities, Finance Committee, & Governing Body**

FROM: **Jimmy Gunn, Interim Airport Director**
Kelly Bynon, Administrative Manager

ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) In the amount of $510,214 to Increase the Repairs & Maintenance and Professional Contracts using FY26 Available Airport Revenue in excess of Budgeted Expenditures.

(Jimmy Gunn, Interim Airport Director jdgunn@santafenm.gov; Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

These monies will be utilized to fund various necessary projects at the airport that were not taken into account during budget time for FY26.

We are requesting an increase of $335,000 in the Repairs & Maintenance account (5456050.520200) for the following projects:

1. $120,000 for necessary electrical repairs on the runway
2. $165,000 for necessary fence repairs
3. $50,000 for an on call contract for snow removal

We are also requesting an increase of $175,214 in the Professional Contracts account (5456050.510300) for work that began in FY25 but was not completed by June 30, 2025. The Santa Fe Airport will need to reopen PO#22505437 for Kova, Corp.

COMMITTEE REVIEW
Public Works: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	9/26/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Repairs & Maintenance Grounds / Roads	5456050	520200		335,000	
Professional Contracts	5456050	510300		175,214	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 510,214	$ -

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

Use of FY26 Available Airport revenue in excess pf budgeted expenditures to be used for various necessary

projects at the airport that were not taken into account during budget time.

$120,000 for necessary electrtical repairs

$165,000 for necessary fence repairs & $50,000 foron call snow removal

$175,214 for the CRASH PHONE project carried over from FY25

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(510,214)
TOTAL:	**(510,214)**

Kelly Bynon — 9/26/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Sep 26, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

C

Agenda Item #:

Andy Hopkins — Sep 26, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Purchase Order

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22505437 - 01

Payment Terms: Net 30

BILL TO

PURCHASING OFFICE
PO BOX 909
SANTA FE, NM 87504-0909
www.santafenm.gov

VENDOR

KOVA, CORP.
KOVA, CORP.
102 E BAY AVE
MANAHAWKIN
NJ
MANAHAWKIN, NJ 08050
Email: SALES@KOVACORP.COM

SHIP TO

SANTA FE MUNICIPAL AIRPORT
121 Aviation Dr
SANTA FE, NM 87507
Email: sfgallegos@santafenm.gov

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
7722090604		12506210	Sebastian Gallegos

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
04/30/2025	10723			General Government

Item#	Description/PartNo	QTY	UOM	Unit Price	Net Price
	ELECTRONIC EQUIPMENT, COMPONENTS, PARTS, AND ACCES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Crash phone system for Air Traffic Control Tower for Santa Fe Regional Airport Contract # 3250565 GSA Contract GS-35F-011BA Item # 25-0152 jestout jestout@santafenm.gov for Sebastian Gallegos Commodity Code: 28782 Transmitters, Emergency Alarm Type, Including Equipment Operation Status Reporting ********** GL SUMMARY ********** 5456050 - 510300 $175,213.18	1.0	EACH	$175,213.18	$175,213.18

CHANGE ORDER

By: _____
Purchasing Officer, CPO

Total Ext. Price	$175,213.18
PO Total	**$175,213.18**

City of Santa Fe
Purchasing Office
P.O. Box 909
Santa Fe, NM 87504-0909
www.santafenm.gov

PURCHASE ORDER

Terms and Conditions

TERMS, CONDITIONS, and INSTRUCTIONS:

Payment Terms if not otherwise specified: Net 30

Acceptance of this Purchase Order (PO) with the stated terms, conditions, and prices constitutes a legally binding contract. No changes, substitutions, or price variance will be allowed without prior authorization from the Purchasing Office.

The PO number must appear on all invoices, packing slips, bills of lading, etc.

Delivery of materials or services will not be recognized unless supported by a PO. The delivery address, unless otherwise specified, is listed on the first page of this PO.

PO valid for the current fiscal year, unless otherwise specified.

Submit all invoices/bills and statements to the ordering Department (listed as the “Ship To” address). If you do not receive a response within 7 business days, resubmit the invoice to the City of Santa Fe, Accounts Payable Division, accountspayable@santafenm.gov and copy the ordering department.

This PO represents the entire agreement between the City of Santa Fe ("City") and the vendor listed ("Vendor") on the PO unless a separate executed contract exists. In cases of any discrepancy between the PO and a contract, the terms and conditions of the written and signed contract shall prevail. The terms and conditions herein supersede any variance with the terms and conditions of any order submitted by the City.

TERMINATION:

A. **Grounds:** The City may terminate this PO for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this PO based upon the City’s uncured, material breach of this PO.

B. **Notice:** City Opportunity to Cure.

1) Except as otherwise specified, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City’s material breaches of this PO upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this PO may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this PO, the Contractor is suspended or debarred by the City; or (iii) the PO is terminated pursuant to termination of a contract.

Vendor shall not be held liable for failure to provide materials or render services due to strikes, floods, fires, or other causes beyond its control ("force majeure"). The City shall be promptly notified in writing upon the occurrence of such conditions, and the City shall determine if the cause is justified.

The term "this agreement" includes all procurement documents and any future written amendments, modifications, or supplements made in accordance herewith.

CHANGES/AMENDMENTS:
Vendor will accept no changes to this PO, such as verbal instructions or red line drawings, unless authorized in advance by the City’s Purchasing Division through a PO change order or in writing.

COMPLIANCE WITH LAWS:
Vendor represents and warrants that the performance of this PO and the furnishing of goods and services shall strictly adhere to all applicable standards, provisions, and stipulations of federal, State of New Mexico, and local laws, rules, regulations, and ordinances.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:
In accordance with the New Mexico Human Rights Act, NMSA 1978 sec. 47-7C-1 et seq., Vendor agrees not to refuse or otherwise limit or put conditions on services to a person because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition, or spousal affiliation.

LIENS, CLAIMS, AND ENCUMBRANCES:
Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or security interests of any kind.

WARRANTY:
Vendor warrants to City that such goods will materially conform to the specifications set forth in procurement, the contract, previous agreement, and/or published specifications in effect as of the date of delivery/acceptance and be free from material defects in material and workmanship. Warranties offered must be equal to or greater than the warranties offered in the industry.

REJECTION:
All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting from nonconformity to the terms and specifications of the contract, whether held by City or returned, will be at the Vendor's risk and expense. The City reserves the right to reject, at the Vendor's expense, any goods or materials that do not meet the specified requirements outlined in the PO.

PACKING AND SHIPPING INSTRUCTIONS:
No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified. All goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, Vendor agrees to repay all shipping charges. The City reserves the right to refuse any C.O.D. shipments. If an approved shipping charge is authorized by the City, then it will appear as a separate line item on this PO.

CASH DISCOUNTS AND PRICE PROTECTION:
If entitled, the City's computation period for a cash discount starts on the date of delivery or receipt of a correctly completed invoice, whichever is later. In cases where an adjustment in payment is necessary due to damage, the cash discount period starts on the date final approval for payment is authorized. If a discount is part of the contract, and the invoice does not reflect the existence of a cash discount, the city is entitled to a cash discount with the period commencing on the date the city determines that a cash discount applies.

CITY OF SANTA FE

Date: September 24, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)

Via: Regina Wheeler, Public Works Department Director [p.p. Sam Burnett] JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)
Brian Moya, Fire Chief BRIAN MOYA

Subject: Capital Appropriation Agreement Project 25-J3151 for Fire Station Facilities

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3151 Improvements to Fire Station Facilities in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Appropriation Project 25-J3151 in the amount of $100,000 "…to plan, design, construct, renovate, furnish, and equip improvements at fire station facilities in Santa Fe…." Facilities Division is working with Fire Department to identify necessary improvements to existing fire station facilities.

Of the total appropriation, $1,000 is designated for Art in Public Places (AIPP). The remaining $99,000 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2029, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:
Grant Agreement NMDFA 25-J3151
PLID Form
BAR

FUNDING SOURCE:
New Mexico Department of Finance & Administration Capital Outlay Grant Agreement Capital Appropriation Project 25-J3151 - Fire Station Facilities
Fund Name/Number: Facilities/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Constr/572970

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

PROCUREMENT METHOD:
Not Applicable

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

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

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

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

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: New Mexico Department of Finance & Administration
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: Grant Agreement Capital Appropriation Project 25-J3151

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number CIP2632002
Approval: ERIKA LUJAN Title: _____ Date: _____
Comment/Exceptions: ERIKA LUJAN (Sep 29, 2025 11:02:06 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 496, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3151** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49633, One Hundred Thousand Dollars and No Cents, $100,000.00, to plan, design, construct, renovate, furnish and equip improvements at fire station facilities in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $100,000.00 One Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $1,000.00 One Thousand Dollars and No Cents, which equals $99,000.00 Ninety Nine Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:58:42 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*If Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 9/12/2025

Project Title: Fire Station Facilities

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2632002

Grant ID: S2613

Approved By: ERIKA LUJAN (Sep 16, 2025 10:27:14 MDT)

CMT (Finance Use Only) Sep 16, 2025

Department: Public Works Project Manager: Sam Burnett Ext: 5933

Project Date Range: 9/12/2025 to 6/30/2029 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J3151 % of Funding: 100

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $100,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3151 FIRE STATION FACILITIES Awarded Amount: 100,000.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department/Facilities Division	9/12/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION	3209980	572970	CIP2632002	99,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J3151 - Fire Station Facilities	3209980	490210	CIP2632002	(99,000)	
				$ -	$ -

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

DFA grant award (25-J3151) for Fire Station Facilities Improvements in the total amount of $100,000 (minus the 1%

$1,000 AIPP total appropriation $100,00,000. Expires 6/30/2029.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

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

CITY COUNCIL APPROVAL

City Council Approval Dat

Agenda Item #:

De Alva Calabaza — 9/12/2025
Prepared By *{print name}* — Date

Business Operations Manager Signature *{optional}* — Date

JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)
Department Director Signature — Date

Andy Hopkins
Budget Officer — Date

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

City Manager *{≤ $60,000}* — Date

[p.p. Sam Burnett] for Regina Wheeler

GB Packet_Grant 25-J3151_Fire Stations_ $100K_09 22 2025 w p.p.JSB

Final Audit Report 2025-09-26

Created:	2025-09-24
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm2iO2VHYNy-on0jor_Jth8ulod3MFUiq

"GB Packet_Grant 25-J3151_Fire Stations_$100K_09 22 2025 w p.p.JSB" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-09-24 - 5:54:34 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-09-24 - 6:04:58 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-09-26 - 7:45:45 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-09-26 - 7:46:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-09-26 - 7:46:09 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2025-09-26 - 7:46:25 PM GMT- IP address: 129.222.143.66

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2025-09-26 - 7:47:04 PM GMT - Time Source: server- IP address: 129.222.143.66

Agreement completed.
2025-09-26 - 7:47:04 PM GMT

Powered by Adobe Acrobat Sign

GB Packet_Grant 25-J3151_Fire Stations_ $100K_09 22 2025 w p.p.JSB 2b signed

Final Audit Report 2025-10-07

Created:	2025-09-29
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtnGc9APlqik62hq1nvbx8WMEqqAkNmSR

"GB Packet_Grant 25-J3151_Fire Stations_$100K_09 22 2025 w p.p.JSB 2b signed" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-09-29 - 3:34:44 PM GMT- IP address: 63.232.20.2

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2025-09-29 - 4:32:51 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-09-29 - 4:39:11 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-09-29 - 4:49:32 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signature Date: 2025-09-29 - 5:02:06 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-09-29 - 5:02:08 PM GMT

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2025-10-07 - 1:17:46 AM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-10-07 - 1:21:40 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-07 - 1:21:40 AM GMT

Powered by
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GB Packet_Grant 25-J3151_Fire Stations_ $100K_09 22 2025 w p.p.JSB 2b signed EKO

Final Audit Report 2025-10-15

Created:	2025-10-15
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
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"GB Packet_Grant 25-J3151_Fire Stations_$100K_09 22 2025 w p.p.JSB 2b signed EKO" History

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Agreement completed.
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THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 22, 2025

TO: Andy Hopkins, Budget Officer

FROM: Sten Johnson, Assistant Fire Chief SJ

VIA: Brian Moya, Fire Chief BM

ITEM AND ISSUE:
Request for Approval of a Budget Amendment Resolution (BAR) to add $1,900,000 from the Acceptance of NM DFA Grant; Capital Outlay Funds into FY26 Fire Department Revenue.

Requesting BAR for the Fire Department in the amount of $1,900,000 from 2210181.490210 NM Dept of Fin and Admin to increase funds of:

- $1,9,000,000 2210181.571000 Vehicles >1.5

Please see below a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490210 NM Dept of Fin and Admin ($1,900,000)

TO LINE ITEMS:

- 2210181.571000 Vehicles >1.5 $1,900,000

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

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

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

DEPARTMENT / DIVISION NAME	DATE
200 / Fire Department	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles >1.5	2210181	571000	FIR2622111	1,900,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept of Finan and Admin	2210181	490210	FIR2622111	(1,900,000)	
				$ -	$ -

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

Increase Fire Department Fund 2210181 FY26 to $1,900,000.

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

TONIETTE CANDELARIA MARTINEZ
Toniette Candelaria Martinez 9/22/2025
Prepared By *{print name}* Date

STEN JOHNSON
Sten Johnson, Assistant Fire Chief
Division Director Signature *{optional}* Date

BRIAN MOYA
Brian Moya, Fire Chief
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins
Budget Officer Date

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

Mark Scott
Mark Scott (Oct 7, 2025 17:51:40 MDT)
City Manager *{≤ $60,000}* Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: NM DFA Grant Funding for Ladder Truck

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2622111

Grant ID: S2621

Approved By: ERIKA LUJAN (Oct 1, 2025 10:00:17 MDT)

CT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: STATE DFA % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490210 Awarded Amount: $1,900,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: VEHICLES>1.5 MUNIS ORG: 2210181 MUNIS OBJ: 571000

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3149 Awarded Amount: 1,900,.000.00

AR Charge Code: 2210181.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-490210-			
Org	2210181	FIR SS SR	Acct name	NM Dept of Fin and Admin		Account Notes	
Object	490210	NM DFA	Type	Revenue	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	-250,000.00	-218,378.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-250,000.00	-218,378.00	.00	.00
Actual (Memo)	-568,377.65	-82,320.71	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	318,377.65	-136,057.29	.00	.00
Percent used	227.35	37.70	.00	.00

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-571000-			
Org	2210181	FIR SS SR	Acct name	Vehicles > 1.5 Tons		Account Notes	
Object	571000	Vhcl > 1.5	Type	Expense	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	320,000.00	.00	675,000.00	380,000.00
Transfers In	.00	.00	705,000.00	320,000.00
Transfers Out	.00	.00	.00	.00
Revised Budget	320,000.00	.00	1,380,000.00	700,000.00
Actual (Memo)	.00	.00	1,380,000.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	320,000.00	.00	.00	700,000.00
Percent used	.00	.00	100.00	.00

THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 21, 2025

TO: Quality of Life Committee
Finance Committee
Governing Body

FROM: Brian Moya, Fire Chief BM
Sten Johnson, Assistant Fire Chief sj

SUBJECT: Acceptance of NM DFA Grant; Capital Outlay Funding for a Ladder Truck

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ITEM AND ISSUE:
Request for Approval of State of New Mexico Department of Finance & Administration (NM DFA) Grant, Appropriation #25-J3149, in the amount of $1,900,000; to purchase and equip a ladder truck.
Reversion date June 30, 2027.

Request for Approval of a Budget Amendment Resolution (BAR) to add $1,900,000 from the Acceptance of NM DFA Grant, Capital Outlay Funds into FY26 Fire Department Revenue.

BACKGROUND AND SUMMARY:
The City received the attached award announcement for NM DFA Grant, Capital Outlay Funds in the amount of $1,900,000. These funds were granted to purchase and equip a ladder truck. This project will replace an aging fire apparatus, known as Ladder 7, which serves the Community, Residents and visitors of Santa Fe.

ATTACHMENTS:
NM DFA Grant, Capital Outlay Agreement
BAR and Project Ledger

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 494, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3149** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49433, One Million Nine Hundred Thousand Dollars and No Cents, $1,900,000.00, to purchase and equip a ladder truck for the fire department in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $1,900,000.00 One Million Nine Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $1,900,000.00 One Million Nine Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

   a. During the term of this Agreement and the Record Retention Period, the Department may:
      i. Request additional information regarding the Project as it deems necessary and
      ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
   b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

   a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
      i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
      ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
      iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
      iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
      v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

   a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
   b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

    a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
    b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
    c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

    a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
    b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

    a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____
Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____
Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____
Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____
Signature

_____ _____
(Print Name) (Title)

APPROVED BY GRANTEE:

_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

_____
(Title)

_____
(Print Name)

_____
Date

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

_____
Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

10/06/2025
_____
Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Aug 19, 2025 17:00:49 MDT)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025
_____
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

_____
City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $ 0.00

C. AIPP Amount *(If Applicable)*: $ 0.00

D. Funds Requested to Date: $ 0.00

E. Amount Requested this Payment: _____

F. Reversion Amount *(if applicable)*: $ 0.00

G. Grant Balance: $ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 22, 2025

TO: Andy Hopkins, Budget Officer AJH

FROM: Sten Johnson, Assistant Fire Chief SJ

VIA: Brian Moya, Fire Chief BM

ITEM AND ISSUE:
Request for Approval of a Budget Amendment Resolution (BAR) to add $525,000 from the Acceptance of NM DFA Grant; Capital Outlay Funds into FY26 Fire Department Revenue.

Requesting BAR for the Fire Department in the amount of $525,000 from 2210181.490210 NM Dept of Fin and Admin to increase funds of:

- $525,000 2210181.571000 Vehicles >1.5

Please see below a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490210 NM Dept of Fin and Admin ($525,000)

TO LINE ITEMS:

- 2210181.571000 Vehicles >1.5 $525,000

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

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

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

DEPARTMENT / DIVISION NAME	DATE
200 / Fire Department	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles >1.5	2210181	571000	FIR2622112	525,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept of Fin and Admin	2210181	490210	FIR2622112	(525,000)	
				$ -	$ -

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

Increase Fire Department Fund 2210181 for FY26 by adding $525,000.

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

TONIETTE CANDELARIA MARTINEZ
Toniette Candelaria Martinez — 9/22/2025
Prepared By *{print name}* — Date

STEN JOHNSON
Sten Johnson, Assitant Fire Chief
Division Director Signature *{optional}* — Date

BRIAN MOYA
Brian Moya, Fire Chief
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins
Budget Officer — Date

Emily Oster — Emily K. Oster
Finance Director *{≤ $60,000}* — Date

Mark Scott
City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: NM DFA Grant Funding for Fire Engine 3

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2622112

Grant ID: S2622

Approved By: ERIKA LUJAN (Oct 1, 2025 11:15:44 MDT)

CT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490210 Awarded Amount: $525,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: VEHICLES>1.5 MUNIS ORG: 2210181 MUNIS OBJ: 571000

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: NM DFA GRANT CAP 25-J3150 FIRE ENGINE SFFD Awarded Amount: 525,000

AR Charge Code: 2210181.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-490210-			
Org	2210181	FIR SS SR	Acct name	NM Dept of Fin and Admin		Account Notes	
Object	490210	NM DFA	Type	Revenue	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	-250,000.00	-218,378.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-250,000.00	-218,378.00	.00	.00
Actual (Memo)	-568,377.65	-82,320.71	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	318,377.65	-136,057.29	.00	.00
Percent used	227.35	37.70	.00	.00

Account

Fund	221 EMRGSVC	Acct	221-15-20-2100-181-00-000-571000-		
Org	2210181 FIR SS SR	Acct name	Vehicles > 1.5 Tons		Account Notes
Object	571000 Vhcl > 1.5	Type	Expense	Status	Active
Project		Rollup			
		Sub-Rollup			

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	320,000.00	.00	675,000.00	380,000.00
Transfers In	.00	.00	705,000.00	320,000.00
Transfers Out	.00	.00	.00	.00
Revised Budget	320,000.00	.00	1,380,000.00	700,000.00
Actual (Memo)	.00	.00	1,380,000.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	320,000.00	.00	.00	700,000.00
Percent used	.00	.00	100.00	.00

THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 21, 2025

TO: Quality of Life Committee
Finance Committee
Governing Body

FROM: Brian Moya, Fire Chief BM
Sten Johnson, Assistant Fire Chief SJ

SUBJECT: Acceptance of NM DFA Grant; Capital Outlay Funding for a Fire Engine

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ITEM AND ISSUE:
Request for Approval of State of New Mexico Department of Finance & Administration (NM DFA) Grant, Appropriation #25-J3150, in the amount of $525,000; to purchase and equip a fire engine.
Reversion date June 30, 2027.

Request for Approval of a Budget Amendment Resolution (BAR) to add $525,000 from the Acceptance of NM DFA Grant, Capital Outlay Funds into FY26 Fire Department Revenue.

BACKGROUND AND SUMMARY:
The City received the attached award announcement for NM DFA Grant, Capital Outlay Funds in the amount of $525,000. These funds were granted to purchase and equip a fire engine. This project would replace an aging fire apparatus, known as Engine 3, which serves the Community, Residents and visitors of Santa Fe.

ATTACHMENTS:
NM DFA Grant, Capital Outlay Agreement
BAR and Project Ledger

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 495, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3150** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49533, Five Hundred Twenty Five Thousand Dollars and No Cents, $525,000.00, to purchase and equip a fire engine for the fire department in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $525,000.00 Five Hundred Twenty Five Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $525,000.00 Five Hundred Twenty Five Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

   a. During the term of this Agreement and the Record Retention Period, the Department may:
      i. Request additional information regarding the Project as it deems necessary and
      ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
   b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

   a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
      i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
      ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
      iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
      iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
      v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

   a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
   b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
      i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

    a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
    b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
    c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

    a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
    b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

    a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____
Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____
Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____
Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____
Signature

_____ _____
(Print Name) (Title)

APPROVED BY GRANTEE:

_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

_____
(Title)

_____
(Print Name)

_____
Date

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

_____
Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

10/07/2025
_____
Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Aug 19, 2025 16:59:35 MDT)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025
_____
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

_____
City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $ 0.00

C. AIPP Amount *(If Applicable)*: $ 0.00

D. Funds Requested to Date: $ 0.00

E. Amount Requested this Payment: _____

F. Reversion Amount *(if applicable)*: $ 0.00

G. Grant Balance: $ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Memo_MUNIS_BAR_Form_-_20192_NM DFA Grant $525K FY26

Interim Agreement Report 2025-10-07

Created:	2025-10-01
By:	TONIETTE CANDELARIA MARTINEZ (tocandelariamartinez@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA63zpaKpQ1c9y2xgpO_mk9ORHhYE765jN

Agreement History

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

"Memo_MUNIS_BAR_Form_-_20192_NM DFA Grant $525K FY 26" History

Document created by TONIETTE CANDELARIA MARTINEZ (tocandelariamartinez@santafenm.gov)
2025-10-01 - 10:34:03 PM GMT- IP address: 63.232.20.2

Document emailed to STEN JOHNSON (sajohnson@santafenm.gov) for signature
2025-10-01 - 10:39:46 PM GMT

Email viewed by STEN JOHNSON (sajohnson@santafenm.gov)
2025-10-02 - 2:18:55 PM GMT- IP address: 166.137.163.56

Document e-signed by STEN JOHNSON (sajohnson@santafenm.gov)
Signature Date: 2025-10-02 - 2:20:02 PM GMT - Time Source: server- IP address: 166.137.163.56

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-10-02 - 2:20:04 PM GMT

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2025-10-04 - 2:34:16 PM GMT- IP address: 129.222.129.8

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2025-10-04 - 2:34:41 PM GMT - Time Source: server- IP address: 129.222.129.8

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-10-04 - 2:34:43 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-06 - 6:45:05 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-06 - 6:45:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-10-06 - 6:45:52 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-10-07 - 7:00:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Mark Scott (mscott@santafenm.gov) for signature
2025-10-07 - 7:00:59 PM GMT

CITY OF SANTA FE

Memorandum

Date: 09/22/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SaO

Via: Sam Burnett on Behalf of R. Wheeler
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J3155 MRC Soccer Valley Expansion for $3,000,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,000,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for The MRC Soccer Valley Expansion Project.

BACKGROUND:
The MRC Soccer Valley Expansion Project is currently in the design phase, aimed at developing new multipurpose sports fields to meet the increasing demand for the facilities serving both youth and adult participants. Stakeholder engagement has been a key component of the planning process, with several meetings already held to gather input and guide the project's design. An Early Neighborhood Notification (ENN) meeting is scheduled for October, and feedback from that session will further inform the development plans.

This $3,000,000 grant will fund critical site improvements, including artificial turf installation, field lighting, and supporting infrastructure, ensuring long-term usability, safety, and community benefit.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN
ERIKA LUJAN (Sep 23, 2025 16:54:49 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 500, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3155** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 50033, Three Million Dollars and No Cents, $3,000,000.00, to plan, design, construct and renovate the Soccer Valley municipal recreation complex, including artificial turf fields, a championship field, light-emitting diode lighting and associated amenities, in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $3,000,000.00 Three Million Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $3,000,000.00 Three Million Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Oct 1, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:55:28 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

_____
City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital Outlay	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - MRC CapPrj - Soccer Valley Expansion	5300279	572970	MRC35520A	3,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3155 MRC Soccer Valley Expansion	5300279	490210	MRC35520A	(3,000,000)	
				$ -	$ -

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

Agreement with DFA for MRC Soccer Valley in the total amount of $3,000,000. (25-J3155)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Phillip Lujan	9/22/2025	Andy Hopkins	Sep 24, 2025
Prepared By *{print name}*	Date	Budget Officer	Date
Carol Swenson	Sep 23, 2025	Emily K. Oster	Oct 1, 2025
Business Operations Manager	Date	Finance Director *{≤ $5,000}*	Date
on behalf of R. Wheeler	Sep 23, 2025		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: MRC Soccer Valley Expansion

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: MRC35520A

Grant ID: S2619

Approved By: ERIKA LUJAN (Sep 23, 2025 16:54:49 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 5052316194

Project Date Range: 09/22/2026 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 25-J3155 % of Funding: 100

MUNIS ORG: 5300279 MUNIS OBJ: 490210 Awarded Amount:

Funding Source: % of Funding:

MUNIS ORG: MUNIS OBJ: Awarded Amount:

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construction MUNIS ORG: 5300279 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3155 SOCCER VALLEY EXPANSION Awarded Amount: 3,000,000.00

AR Charge Code: 5300279.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: Awarded Amount:

AR Charge Code: ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: Federal CFDA (if applicable):

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Signature: SCOTT OVERLIE
SCOTT OVERLIE (Sep 23, 2025 13:00:28 MDT)

Email: saoverlie@santafenm.gov

Signature: *Melissa McDonald*

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: 09/22/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SaO

Via: Sam Burnett acting for R. Wheeler
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J3152 Fort Marcy Park Baseball Field Improvements for $500,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $500,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for The Fort Marcy Park Baseball Field Improvements Project.

BACKGROUND:
Design work for improvements to Ft. Marcy Park is currently underway. The process has included meaningful community and stakeholder engagement, including an Early Neighborhood Notification Meeting, with feedback directly informing the project's development.
Planned improvements include:

- Extension of the arroyo bridge
- Enhanced safety and ADA accessibility
- Upgrades to the concession stand and grandstands
- Improvements to baseball field fencing and electrical systems

This grant request of $500,000 will support both the design and construction phases of these enhancements. Final construction costs and scheduling will be determined upon completion of the design phase. Construction is anticipated to be implemented in phases, aligned with the availability of funding.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN
ERIKA LUJAN (Sep 24, 2025 09:42:13 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 497, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3152** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49733, Five Hundred Thousand Dollars and No Cents, $500,000.00, to plan, design and construct improvements to the baseball field at Fort Marcy park in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $500,000.00 Five Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $500,000.00 Five Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
    iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
    iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Oct 1, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:57:41 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital Outlay	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - PrksTrls Cap / Ft. Marcy Baseball	3559980	572970	PWD2535527	400,000	
WIP Design - PrksTrls Cap / Ft. Marcy Baseball	3559980	572960	PWD2535527	100,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3152 Ft. Marcy Baseball Field	3559980	490210	PWD2535527	(500,000)	
				$ -	$ -

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

Agreement with DFA for Fort Marcy Baseball Improvements in the total amount of $500,000. (25-J3152)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Phillip Lujan	9/22/2025	Andy Hopkins	Sep 24, 2025
Prepared By *{print name}*	Date	Budget Officer	Date
Carol Swanson	Sep 23, 2025	Emily K. Oster	Oct 1, 2025
Business Operations Manager	Date	Finance Director *{≤ $5,000}*	Date
on behalf of R. Wheeler	Sep 23, 2025		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025 UPDATE REQUEST

Project Title: Ft. Marcy Park Improvements

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: PWD2535527

Grant ID: S2620

Approved By: ERIKA LUJAN (Sep 24, 2025 09:42:13 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 5052316194

Project Date Range: 09/22/2026 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 25-J3152 % of Funding: 100

MUNIS ORG: 3559980 MUNIS OBJ: 490210 Awarded Amount: 500,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Design + Construction MUNIS ORG: 3559980 MUNIS OBJ: 572960/572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3152 FT MARCY BASEBALL FIELD IMPRV Awarded Amount: $500,000.00

AR Charge Code: 3559980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: ADDED TO ORIGINAL PROJ W/GRANT 24-13142-5M -S2525 Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Signature: SCOTT OVERLIE
SCOTT OVERLIE (Sep 23, 2025 16:10:53 MDT)

Email: saoverlie@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: 09/22/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SaO

Via: JOHN BURNETT (Sep 24, 2025 09:27:08 MDT) Sam Burnett acting for R. Wheeler
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J3156 MRC Irrigation Upgrades for $200,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $200,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for The MRC Irrigation Upgrade Project.

BACKGROUND:
The most recent upgrades to the City of Santa Fe's Municipal Recreation Complex (MRC) irrigation systems occurred in 2022 with improvements to Soccer Valley Fields #1 and #2, followed by pump replacements in 2023–2024. However, several critical areas in need of repair or replacement remain unaddressed. This $200,000 grant will support essential upgrades to ensure the irrigation systems and equipment remain fully operational. These improvements are vital for sustaining healthy turf across the MRC's multi-sport fields, preserving their functionality, safety, and long-term viability.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN
ERIKA LUJAN (Sep 24, 2025 10:18:04 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 501, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3156** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 50133, Two Hundred Thousand Dollars and No Cents, $200,000.00, to plan, design, construct and upgrade irrigation systems at the municipal recreation complex in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $200,000.00 Two Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $200,000.00 Two Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Oct 1, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:50:30 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*If Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital Outlay	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - MRC CapPrj - MRC Irrigation Upgrades	5300279	572960	MRC2653001	200,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3156 MRC Irrigation Upgrades	5300279	490210	MRC2653001	(200,000)	
				$ -	$ -

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

Agreement with DFA for MRC Irrigation Upgrades in the total amount of $200,000. (25-J3156)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Phillip Lujan — 7/15/2025
Prepared By *{print name}* — Date

Carol Svenson — Sep 23, 2025
Business Operations Manager — Date

JOHN BURNETT (Sep 24, 2025 09:27:08 MDT) — on behalf of R. Wheeler — Sep 24, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Sep 24, 2025
Budget Officer — Date

Emily K. Oster — Oct 1, 2025
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: MRC Irrigation Upgrades

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: MRC2653001

Grant ID: S2618

Approved By: ERIKA LUJAN (Sep 23, 2025 14:42:15 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 5052316194

Project Date Range: 09/22/2026 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 25-J3156 % of Funding: 100

MUNIS ORG: 5300279 MUNIS OBJ: 490210 Awarded Amount: 200,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construction MUNIS ORG: 5300279 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3156 Awarded Amount: $200,000.00

AR Charge Code: 5300279.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

Signature: SCOTT OVERLIE
SCOTT OVERLIE (Sep 23, 2025 16:11:38 MDT)

Email: saoverlie@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: 10/03/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SAO

Via: Regina Wheeler (Oct 6, 2025 15:28:48 MDT)
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,000,000 from Available General Fund Balance to Parks and Open Space FY26 WIP Construction for Shelby Pedestrian Bridge Replacement.

BACKGROUND:
The replacement of Shelby Bridge is currently at 60%-design completion for a prefabricated bridge with a real rock façade, replacing the existing look. The Historic Review Board has given preliminary approval. Funding now totals $490K ($240k design appropriation + $250k construction grant) + $1.0M new award requested here, which covers final construction, permitting, procurement, and contingency.

ATTACHMENTS:
BAR
PLID Form

GRANTS MANAGER: ERIKA LUJAN (Oct 10, 2025 08:13:40 MDT)

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space	10/3/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - PrksTrls - Shelby Bridge at SF River	3559980	572970	PWD2535518	1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,000,000	$ -

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

Appropriation from available General Fund balance.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(1,000,000)
TOTAL:	**(1,000,000)**

Phillip Lujan — 10/3/2025
Prepared By *{print name}* — Date

Carol Swenson — Oct 6, 2025
Business Operations Manager — Date

Regina Wheeler — Oct 6, 2025
Regina Wheeler (Oct 6, 2025 15:28:48 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 10, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/03/2025

Project Title: Shelby Bridge at SF River

Project Type: ☑ CIP ☐ Grant ☐ Internal Tracking

Project ID: PWD2535518

Grant ID: _____

Approved By: _____

(Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 231-6194

Project Date Range: 08/15/2024 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: CoSF General Fund % of Funding: 100

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construction MUNIS ORG: 3559980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

Signature: SCOTT OVERLAE

Email: saoverlie@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: September 18, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Management Division Director

Via: Jesse Roach, Interim Public Utilities Director

Subject: On-Call SCADA and Controls Engineering Services

Vendor Name: SKM Engineering

Munis Vendor Number: 1080

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Professional Services Contract in the total amount of $86,550.00 per year, including NMGRT, for On Call SCADA and Control Engineering Services for a term of four (4) years with SKM Engineering, for a total of $346,200.00 over the contract term, including NMGRT.

1.Request for approval of a Budget Amendment Resolution (BAR) in the total amount of $346,200.00 from the Wastewater Enterprise Fund/Fund 500 to WiP Construction..

CONTRACT NUMBER:

The FY26 Munis contract number is 3250596

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Reclamation Facility utilizes many various types of rotating equipment and other electrically driven process equipment that electronic control systems that need periodic repair, replacement, and programming. The facility also has a Supervisory Control and Data Acquisition (SCADA) system that is expanding to areas of the facility that were not previously connected. This contract will assist in expediting this work by having a contract in place to provide this critical installation and programming service. A total of two contracts will be awarded from this procurement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects - 5000375

Munis Object Name/Number: WIP Construction - 572970

Budget Officer / Designee: Andy Hopkins **Date:** 09/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25152 was opened on March 28, 2025, and closed on April 25, 2025. Two proposals were received, and two contracts will be awarded.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 09/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Professional Services Contract rate sheet
BAR

Item #: _____
Munis Contract #: 3250596
SWPA/GSA/Coop/RFP/ITB#: RFP#25152

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SKM Engineering**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. The contractor will provide professional Automation/Control Engineering, Supervisory Control and Data Acquisition ("SCADA")/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department

1.) The location of these services shall include, but is not limited to:
   a. Santa Fe Wastewater Reclamation Facility (73 Paseo Real);
   b. Pump houses and lift stations associated with the Wastewater Reclamation Facility.

2.) The Contractor shall provide, but not limited to, the following services as needed:
   a. Emergency and Non-Emergency SCADA and Field Support Services:
      i: Provide qualified and competent technical support within 2 hours for emergency and 12 hours for non-emergency via phone and/or remote VPN access provided by the City.
   b. Automations and Controls Engineering Service:
      i: Implement automation and controls engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
      ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
   c. System Software Updates:

i: Perodically update the city regarding applicable software and firmware updates that would benefit or improve the SCADA system or other components and assist in the installation of those updates.

d. Software Programming:
   i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.
e. Telemetry Radio Network:
   i: Provide complete system support for existing radio telemetry.
f. Computer Support:
   i: Provide network and IT support solutions for SCADA computer and associated components.
   ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining security based on current cyber security standards.
g. Preventative Maintenance Plan:
   i: Assist the city in the development of a 10-year preventative maintenance plan to upgrade and/or replace critical SCADA assets.
h. Documentation:
i. Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to SCADA and Controls Engineering for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. Payment. The total compensation under this Agreement shall not exceed $346,200.00 for the term of this Agreement, including New Mexico gross receipts tax ("NMGRT").

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work up to a maximum of eighty-six thousand five hundred and fifty dollars ($86,550.00) in each fiscal year, including NMGRT. The NMGRT levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total compensation under this Agreement shall not exceed $346,200.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event

will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. 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 the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFP#25152 SCADA and Controls Engineering Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the

minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this 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. If 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 the City.

25. Limit of Liability

To the fullest extent permitted by law, Owner and Contractor (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Contractors total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Contractor for the associated task, whichever is greater.

26. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe 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 City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this

Contract shall not be affected and shall be valid and enforceable.

28. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM, 87507
505-955-4619

To the Contractor:
SKM Engineering, LLC
ATTN: Ryan Pack
533 W. 2600 S, Suite 25
Bountiful, UT 84010
801-683-3761

30. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

31. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

32. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

33. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance,

or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

34. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

CONTRACTOR:
SKM Engineering, LLC

Ryan Pack
Ryan Pack (Aug 29, 2025 13:06:36 MDT)
_____
Ryan Pack, Principal

DATE: Aug 29, 2025

NMBTIN#: 03669170004-GRT

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Sep 2, 2025 13:28:14 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Each Offeror should provide a Fixed Overhead Rate that will be evaluated. Offerors should also fill out the Cost sheet that is attached. The Fixed Overhead Rate and the cost sheets sections will be used in the final On-call Price Agreements for each Offeror.

Fixed Overhead Rate Percentage: _____

The prices quoted herein will be used in calculating the total compensation on the agreement and represent the total amount to be paid by the City of Santa Fe for goods and services provided. The Offeror is responsible for all associated costs, including but not limited to overhead, labor, equipment, tools, materials, applicable taxes, permits, licenses, fees, lodging, and any other necessary expenses. All quoted prices must be inclusive of these costs, and no additional reimbursement will be provided beyond the agreed agreement amount.

Offeror Instructions for Cost Sheet:
Do not add or delete items. Quantities provided are estimates only, and do not establish a definite quantity agreement. Do not change the quantity.

Provide comments on any variations from the Article and Description or the Unit of Measure. Also, provide comments to explain or clarify an item, or provide information as specifically stated in the RFP documents. Any comments that do not conform to the requirements of the RFP or on this form will be disregarded and will not be included in the resulting award.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000.00		
1	1	Hourly	Supervising Technician – Regular Hourly Rate	$205	
2	1	Hourly	Supervising Technician – Overtime Hourly Rate	$307.50	
3	1	Hourly	Technician – Regular Hourly Rate	$195.00	
4	1	Hourly	Technician – Overtime Hourly Rate	$292.50	
5	1	Hourly	Laborer – Regular Hourly Rate	$100	
6	1	Hourly	Laborer – Overtime Hourly Rate	$150	
			Wage Rates for Projects Over $60,000.00		
7	1	Hourly	Supervising Technician – Regular Hourly Rate	$205	
8	1	Hourly	Supervising Technician – Overtime Hourly Rate	$307	
9	1	Hourly	Technician – Regular Hourly Rate	$195	

10	1	Hourly	Technician – Overtime Hourly Rate	$292.50	
11	1	Hourly	Laborer – Regular Hourly Rate	$100.00	
12	1	Hourly	Laborer – Overtime Hourly Rate	$150.00	
			Wage Rates for Emergency Response		*After Hours/Weekends
13	1	Hourly	Supervising Technician– Regular Hourly Rate	$307.50	
14	1	Hourly	Supervising Technician– Overtime Hourly Rate	$461.25	
15	1	Hourly	Technician– Regular Hourly Rate	$292.50	
16	1	Hourly	Technician – Overtime Hourly Rate	$438.75	
17	1	Hourly	Laborer – Regular Hourly Rate	$150.00	
18	1	Hourly	Laborer – Overtime Hourly Rate	$225.00	
			Other Rates		
19	1	Daily	Sanitary/toilet facilities, rental rates	$NA	
20	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	Per IRS Mileage	
21	1	Disc	Discount off parts	% NA	

Note: SKM updates their rate annually. These rates are based on our 2025 Billing Rates.

Additional expenses will be handled in the following manner:
Mileage: IRS per mile rate for vehicles not rented
Printing Costs: Pass through at cost for project documents
Sub-Consultants: Pass through at cost, no mark-up
Equipment Costs: Billed at cost plus 10% markup

From:	DUTTON-LEYDA, TRAVIS K.
To:	HEERBRANDT, PAUL F.
Cc:	CHAVEZ, JESSICA J.; GUNTER, RAYMOND S.; Purchasing DET
Subject:	RE: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD
Date:	Monday, March 6, 2023 1:57:23 PM
Attachments:	image001.png

Fred:

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service, Information Technology as listed below.** If the SOW should change, a new determination will be needed. Since the totality of this project will be more than $60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Thank you.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov
santafenm.gov

From: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>
Sent: Monday, March 6, 2023 8:20 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD

The four (4) year contract shall have a maximum total value of $600,000.00, with $150,000.00 allocated for each fiscal year, excluding NMGRT, beginning in FY 2023/2024. This contract will be

utilized by the Public Utilities Department, with the following breakdown:
Amount Per Location

- Santa Fe Wastewater Treatment Facility: $80,000 Per Year
- Canyon Road Water Treatment Facility: $35,000 Per Year
- Transmission and Distribution Main Office: $35,000 Per Year

The Contractor shall perform the following work:

A. The contractor will provide professional Automation/Control Engineering, SCADA/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department

1. The location of these services shall include but is not limited to:
   a. Santa Fe Wastewater Treatment Plant Facility and Remote Sites
   b. Canyon Road Water Treatment Plant and Remote Sites
   c. Transmission and Distribution Main Office and Remote Sites
2. The Contractor shall provide but not limited to following services as needed:
   a. Emergency and Non-Emergency SCADA and Field Support Services:

      i: Provide qualified and competent technical support within 2 hours for Emergency and 12 hours for Non-Emergency
   b. Automations and Controls Engineering Service:

      i: Provide Automation and Controls Engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
      ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
   c. System Software Updates:

      i: Keep the city informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other components.
   d. Software Programming:

      i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.
   e. Telemetry Radio Network:

      i: Provide complete system support for existing radio telemetry.
   f. Computer Support:

      i: Provide network and IT support solutions for SCADA computer and associated components.
      ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining the highest level of security.
   g. Preventative Maintenance Plan:

      i: Assist the city in the development of a 10-year preventative

maintenance plan to upgrade and/or replace critical SCADA assets.

h. Documentation:

i: Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

Raymond 'Scott' Gunter, CPO
Procurement Manager
Finance Department
Central Purchasing Office
City of Santa Fe
c. 505-469-8949
RSGunter@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	5/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		$ 346,200	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 346,200	$ -

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

FY26 To increase 572970 for the on call SCADA Eng Serv Vendor :SKM

No PL# needed because on call

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(346,200)
TOTAL:	**(346,200)**

Linda MacAllister 5/21/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 09/19/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2025

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

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

PRODUCER American Ins. & Investment 448 S 400 E Salt Lake City UT 84111	**CONTACT NAME:** Mason Allen **PHONE (A/C, No, Ext):** 801-364-3434 **FAX (A/C, No):** **E-MAIL ADDRESS:** mason.allen@american-ins.com
INSURED AQUAENG-01 SKM Engineering LLC 533 West 2600 South Ste 275, 25, & 175 Bountiful UT 84010	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Specialty Insurance Company — 37885 **INSURER B :** Hartford Accident & Ind Co. — 22357 **INSURER C :** Twin City Fire Insurance Co — 29459 **INSURER D :** Hartford Insurance Company of Illinois — 38288 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 149360791 **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: X POLICY PRO-JECT LOC OTHER:			34SBAIJ6668	2/24/2025	2/24/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			34UECZT2028	2/24/2025	2/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			34SBAIJ6668	2/24/2025	2/24/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34WEGBV3U14	8/11/2025	2/24/2026	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	Professional Liability Retroactive Date 2/7/1994			DPR5024481	2/19/2025	2/19/2026	Each Claim Aggregate	2,000,000 2,000,000

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

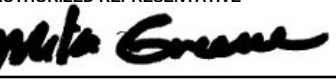
CERTIFICATE HOLDER

City of Santa Fe, NM
200 Lincoln Ave
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE

The Purchasing Memo

Date: **September 21, 2025**

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director JR
Debora Trujillo, Environmental Services Division Director DEBORA TRUJILLO

Subject: Purchase of Two Automated Side-Loading Collection Vehicles

Vendor Name: MHC Texas Kenworth

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of the Purchase of Two Automated Side-Loading Collection Vehicles in the Total Amount of $851,054.20 excluding tax with MHC Texas Kenworth Via Texas Local Cooperative Buy Board Contract #723-23, a Texas Purchasing Cooperative, (Martin Valdez, ESD Fleet Manager, (505-955-2241 mjvaldez@santafenm.gov).

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase two (2) automated sideloading collection vehicles to replace 2 (2) existing side-load vehicles that are no longer financially viable to operate due to consistently high maintenance costs and have been scheduled for auction.

Environmental Services has previously purchased several collection vehicles from MHC Texas Kenworth and has found their products to be of high quality, durable, and cost effective, requiring significantly less maintenance than the vehicles being replaced. The acquisition of two (2) new MHC sideloading collection will not only remove high-maintenance units from the fleet but will also ensure more reliable service for both residential and commercial customers. This purchase aligns with the department's ongoing efforts to modernize its fleet, reduce operational costs and maintain a high level of service.

Upon acquisition of two (2) 2026 Kenworth L770 units, the following vehicles will be decommissioned and replaced.

- **Asset #54786** – 2016 AUTOCAR
- **Asset #54787** – 2016 AUTOCAR

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Residential Collections / 5100335

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andy Hopkins **Date:** 10/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The Procurement Method is NMSA 1978, Section 13-1-135, Coop Agreement #12574-SC06-244 Expires December 28, 2025.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 10/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☒ **Yes |** ☐ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ **Yes |** ☐ **No**

Project Ledger Number: _____

Approval: Rebecca Lovato-Sanouvong **Title:** Accounting Manager **Date:** 10/10/2025

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote (2)
Vendor Contract Info Summary
The Local Government Cooperative (BuyBoard) Contract Award Letter
BuyBoard Contract #723-23
Fleet Maintenance Manager's Memo

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

TEXAS KENWORTH CO, LLC ("Dealer")
doing business as: MHC KENWORTH - DALLAS

PURCHASER			ADDRESS				
City of Santa Fe			1142 Siler Rd				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
505-955-2241			Santa Fe	NM	87507-3127	SANTA FE	08/25/2025
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2026	KW	L770			EARL TUCKER	
STOCK NUMBER		COLOR	TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE	
			10/10/2025			Cash	

SERIAL NUMBERS

PRICE OF VEHICLE(s) INCLUDING FET $424,238.66

Buyboard Contract - 723-23

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT

YEAR	MAKE	MODEL
SERIAL NUMBER		MILEAGE
BALANCE OWED TO		TRADE DIFFERENCE

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

SUBTOTAL	$424,238.66
BUSINESS TAX	
SALES TAX	
VIT TAX	$789.44
DOCUMENTATION FEE	$425.00
REGISTRATION FEES	$74.00
TOTAL DELIVERED PRICE	$425 527.10
LESS: TRADE-IN ALLOWANCE	
LESS: BALANCE OWED ON TRADE-IN	
TRADE-IN EQUITY	
LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$425,527.10

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) : DATE ACCEPTED BY DEALER DATE

Quote #: 202501044
Quote Date: 8/25/2025
Quote Valid Until: 9/25/2025

9818 Green Road
Converse, TX 78109

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Valdez

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
Automizer Right Hand - 2023	Refuse	30 - 60 Days		$425527.10

Equipment Detail

Quantity	Equipment Description
1	33yd Automizer (27 6)
1	Hopper floor liner: 0.250 Hardox 450 steel
1	Larger clean out doors and foldable ladder
1	Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
1	Central grease point for follower panel rollers
1	Hopper side wall liners: 4mm Hardox 450 steel
1	Central grease point for packer shoes and rails
1	Retainer teeth under breaker bar
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Fire Extinguisher - 20 lbs
1	PLAN B1 - Add 1 year on hydraulics PUMPS AND VALVES only for a total of 2 years (incl. hyd cooler)
1	4 Cameras with 9□ Monitor and DVR - hopper, tailgate, CS Alley and RH Arm Post
1	9" color DVR monitor - Envirolink
1	Protection on Cameras
1	Auxiliary arm controls in-cab: RH-side, (Mini-joystick style)
1	Packer control on joystick
1	Crusher Panel

Quantity	Equipment Description
1	Automatic pump shut off at 50 km/h- 32 mph
1	Spill Shield
1	Grabber counting device: counts number of carts dumped
1	Multifunction Lights Package:
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type :
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2
1	Light: amber strobe 6" Whelen L10 in center of tailgate: in-cab switch - Qty 1

Additional Requests

Quantity	Description
1	Hydraulic Cooler
1	BeCool 9000RM Roof Mount Air Units
1	Kenworth L770 with MX-11 400hp, Allison 4500, FEPTO, 46k Rears Full Liner, 315 Tires, Alum Wheels, 80 Gal Fuel Tank
1	Two Color Stripes

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

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doing business as: MHC KENWORTH - DALLAS

PURCHASER			ADDRESS				
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QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2026	KW	L770			EARL TUCKER	
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
				10/10/2025		Cash	

SERIAL NUMBERS

PRICE OF VEHICLE(s) INCLUDING FET $424,238.66

Buyboard Contract - 723-23

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1	Retainer teeth under breaker bar
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1	Packer control on joystick
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1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2
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1	BeCool 9000RM Roof Mount Air Units
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1	Two Color Stripes

Menu

BuyBoard Vendor Contract Information Summary

Vendor	MHC Kenworth
Contact	Earl Tucker
Phone	214-920-7328
Email	earl.tucker@mhc.com
Vendor Website	www.mhc.com
TIN	75-1247093
Address Line 1	4040 Irving Blvd
Vendor City	Dallas
Vendor Zip	75247
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days.
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
Contract No.	723-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee
Quote Reference Number	723-23

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 9, 2023

Sent Via Email: earl.tucker@mhc.com

Earl Tucker
MHC Trucks (Texas Kenworth)
4040 Irving Blvd.
Dallas, TX 75247

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

MHC Kenworth
4040 Irving Blvd
Dallas, Texas. 75247

BuyBoard
National Purchasing Cooperative

October 9, 2023

Sent Via Email: earl.tucker@mhc.com

Earl Tucker
MHC Trucks (Texas Kenworth)
4040 Irving Blvd.
Dallas, TX 75247

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 723-23, Medium and Heavy Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

MHC Kenworth
4040 Irving Blvd
Dallas, Texas. 75247

v.02.01.2021

BuyBoard®
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service	**Proposal Due Date/Opening Date and Time** August 24, 2023, at 4:00 PM
Proposal Invitation Number 723-23	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

MHC KENWORTH
Name of Proposing Company

7-25-2023
Date

4040 IRVING BLVD
Street Address

Signature of Authorized Company Official

DALLAS, TX. 75247
City, State, Zip

GALL TACKER
Printed Name of Authorized Company Official

214-920-7328
Telephone Number of Authorized Company Official

NEW TRUCK SALES
Position or Title of Authorized Company Official

214-920-7314
Fax Number of Authorized Company Official

75-1247093
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial:

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial:

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial:

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

UHC KENWORTH - DALLAS
Company Name

Signature of Authorized Company Official

CARL TUCKER
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initials:

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

UHC KENWORTH
Company Name

Signature of Authorized Company Official

SALE Tucker
Printed Name and Title

1-25-2023
Date

BuyBoard®
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

HHC KENWORTH

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 25-1247093
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

HHC KENWORTH

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T880 -** Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.

Unit Price: $115,819.00 Total: $115,819.00

Manufacturer: Kenworth

Manufacturer #: T880

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.

Unit Price: $131,148.00 Total: $131,148.00

Manufacturer: Kenworth

Manufacturer #: W900

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W990 -** Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

Unit Price: $121,583.00 Total: $121,583.00

Manufacturer: Kenworth

Manufacturer #: W990

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts & Labor

161	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.	Quantity: 1	UOM: Hourly Labor Rate	Price:	$165.00	Total: $165.00
162	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Paint and Body Repair.	Quantity: 1	UOM: Hourly Labor Rate	Price:	$90.00	Total: $90.00
163	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.	Quantity: 1	UOM: Per Mile Delivery Fee	Price:	$1.75	Total: $1.75

VALDEZ, MARTIN J.

From: JARAMILLO, DAVID M.
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J.
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above**, I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez
Martin J Valdez (Sep 21, 2025 10:40:58 MDT)

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Sep 21, 2025 14:03:30 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

PURCHASING MEMO FOR MHC FY26

Final Audit Report 2025-10-07

Created:	2025-09-21
By:	Martin J Valdez (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMyZpmtWiR3kSGeoVW4hhBJ-uCDo2UYom

"PURCHASING MEMO FOR MHC FY26" History

Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
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Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2025-09-21 - 4:40:21 PM GMT

Signer MARTIN VALDEZ (mjvaldez@santafenm.gov) entered name at signing as Martin J Valdez
2025-09-21 - 4:40:56 PM GMT- IP address: 63.232.20.2

Document e-signed by Martin J Valdez (mjvaldez@santafenm.gov)
Signature Date: 2025-09-21 - 4:40:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2025-09-21 - 4:40:59 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2025-09-21 - 8:02:43 PM GMT- IP address: 174.240.16.74

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2025-09-21 - 8:03:30 PM GMT - Time Source: server- IP address: 174.240.16.74

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2025-09-21 - 8:03:32 PM GMT

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2025-09-22 - 5:25:29 PM GMT- IP address: 104.47.64.254

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2025-10-05 - 6:30:09 PM GMT- IP address: 47.144.168.56

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-10-07 - 9:15:17 PM GMT- IP address: 104.47.65.254

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Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2025-10-07 - 9:15:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

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GB- 550-MHC Texas Kenworth

Final Audit Report 2025-10-10

Created:	2025-10-09
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5hFm8acnderwTAiomo9sciQpHxwbC-j3

"GB- 550-MHC Texas Kenworth" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-09 - 10:08:09 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-10-09 - 10:10:41 PM GMT

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-09 - 10:10:50 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-09 - 10:10:50 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 10:19:57 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-09 - 10:20:43 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
2025-10-09 - 10:20:46 PM GMT

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-09 - 10:20:55 PM GMT

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2025-10-09 - 10:21:00 PM GMT

Email viewed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
2025-10-10 - 2:23:39 PM GMT- IP address: 104.47.64.254

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-10-10 - 2:24:37 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2025-10-10 - 2:24:40 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered

2025-10-10 - 2:24:51 PM GMT

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered

2025-10-10 - 2:24:55 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2025-10-10 - 4:03:53 PM GMT- IP address: 216.207.130.218

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-10-10 - 8:09:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-10 - 8:09:28 PM GMT

CITY OF SANTA FE

Date: September 30, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Oct 2, 2025 17:15:46 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Oct 7, 2025 16:03:14 MDT)
Maria Tucker, Community Services Director

Subject: Capital Appropriation Agreement Project 25-J3141 for Fogelson Library Complex

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3141 Improvements to the Fogelson Library Complex in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Design for Improvements to the Fogelson Library Complex.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Appropriation Project 25-J3141 in the amount of $100,000 "…to plan, design, construct, remodel, furnish, and equip the Fogelson Library Complex." The Fogelson Library project will be conducted in coordination with City Manager who is leading the Midtown Redevelopment Project.

Of the total appropriation, $1,000 is designated for Art in Public Places (AIPP). The remaining $99,000 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2029, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the Agreement and therefore requires review by Governing Body.

ATTACHMENTS:
Grant Agreement NMDFA 25-J3141
PLID Form
BAR

FUNDING SOURCE:
New Mexico Department of Finance & Administration Capital Outlay Grant Agreement Capital Appropriation Project 25-J3141 - Fogelson Library Complex
Fund Name/Number: Facilities/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Design/572960

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

PROCUREMENT METHOD:
Not Applicable

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

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

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

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

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Oct 2, 2025 17:15:46 MDT)

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: New Mexico Department of Finance & Administration
Approval: Erika Lujan Erika Lujan (Oct 9, 2025 14:24:33 MDT) Title: _____ Date: _____
Comment/Exceptions: Grant Agreement Capital Appropriation Project 25-J3141

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number CIP2632001
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: Erika Lujan Erika Lujan (Oct 9, 2025 14:24:33 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 486, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3141** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 48633, One Hundred Thousand Dollars and No Cents, $100,000.00, to plan, design, construct, remodel, furnish and equip the Fogelson library complex in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $100,000.00 One Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $1,000.00 One Thousand Dollars and No Cents, which equals $99,000.00 Ninety Nine Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
    iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
    iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
      i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 17:02:05 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 9/12/2025

Project Title: Fogelson Library Complex

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2632001

Grant ID: S2612

Approved By: ERIKA LUJAN (Sep 16, 2025 09:57:33 MDT)

CMT (Finance Use Only) Sep 16, 2025

Department: Public Works Project Manager: Sam Burnett Ext: 5933

Project Date Range: 9/12/2025 to 6/30/2029 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J3141 % of Funding: 100

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $100,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Design MUNIS ORG: 3209980 MUNIS OBJ: 572960

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3141 FOLGELSON LIBRARY Awarded Amount: 100,000.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department/Facilities Division	9/12/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	3209980	572960	CIP2632001	99,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J3141 - Fogelson Library	3209980	490210	CIP2632001	(99,000)	
				$ -	$ -

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

DFA grant award (25-J3141) for Fogelson Library Complex in the total amount of $100,000 (minus the 1%

$1,000 AIPP total appropriation $100,00,000. Expires 6/30/2029.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

De Alva Calabaza — 9/12/2025
Prepared By *{print name}* — Date

JOHN BURNETT (Oct 2, 2025 17:15:46 MDT)
Business Operations Manager Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Oct 7, 2025 16:03:14 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Dat

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

City Manager *{≤ $60,000}* — Date

GB Packet_Grant 25-J3141 Fogelson Library_ $100K_09 30 2025

Final Audit Report 2025-10-07

Created:	2025-09-30
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQZ2pvMKJ3MTn1XIBvvKaoImgVBJDTyli

"GB Packet_Grant 25-J3141 Fogelson Library_$100K_09 30 2025" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-09-30 - 10:18:08 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-09-30 - 10:23:45 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-10-02 - 11:15:20 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-10-02 - 11:15:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Maria Tucker (metucker@santafenm.gov) for signature
2025-10-02 - 11:15:48 PM GMT

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2025-10-02 - 11:58:00 PM GMT- IP address: 172.59.0.41

Email viewed by Maria Tucker (metucker@santafenm.gov)
2025-10-04 - 11:36:36 PM GMT- IP address: 172.59.0.19

Email viewed by Maria Tucker (metucker@santafenm.gov)
2025-10-07 - 6:29:40 PM GMT- IP address: 152.37.220.124

Document signing delegated to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) by Maria Tucker (metucker@santafenm.gov)
2025-10-07 - 6:30:56 PM GMT- IP address: 152.37.220.124

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2025-10-07 - 6:30:56 PM GMT

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2025-10-07 - 7:20:55 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-10-07 - 7:21:19 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-07 - 7:21:19 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-10-07 - 10:02:17 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-10-07 - 10:03:12 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-10-07 - 10:03:14 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-10-07 - 10:03:14 PM GMT

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Acrobat Sign

GB Packet_Grant 25-J3141 Fogelson Library_ $100K_09 30 2025 - GRANT sigs

Final Audit Report 2025-10-14

Created:	2025-10-09
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzKfQmOBOHUq7B9HD9D-WM3PpuzcNw8nm

"GB Packet_Grant 25-J3141 Fogelson Library_$100K_09 30 2025 - GRANT sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-10-09 - 5:32:12 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-10-09 - 5:40:46 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 8:02:05 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-09 - 8:02:36 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-09 - 8:02:39 PM GMT

Email viewed by Erika Lujan (evlujan@santafenm.gov)
2025-10-09 - 8:13:26 PM GMT- IP address: 104.47.65.254

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-10-09 - 8:24:33 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-09 - 8:24:35 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-10-14 - 6:39:21 PM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2025-10-14 - 6:39:21 PM GMT

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ASSIGNMENT AND ASSUMPTION OF LEASE

This **Assignment and Assumption of Lease** (this "Assignment") is made and entered into by and among Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Assignor"), Atlantic Aviation Santa Fe LLC, a New Mexico limited liability company ("Assignee"), and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the Lessor owns and operates the Santa Fe Municipal Airport ("Airport"), located in the City of Santa Fe, New Mexico; and

WHEREAS, Assignor is the lessee under that certain lease agreement known as the Santa Fe Municipal Airport Lease Agreement, entered into by and between Assignor and City on February 25, 2015;

WHEREAS, on July 2, 2015, the Assignor and City entered into Amendment No. 1 to the Lease;

WHEREAS, on June 12, 2017, the Assignor and City entered into Amendment No. 2 to the Lease;

WHEREAS, on December 13, 2017, the Assignor and City entered into Amendment No. 3 to the Lease;

WHEREAS, on March 28, 2018, the Assignor and City entered into Amendment No. 4 to the Lease;

WHEREAS, on November 10, 2022, the Assignor and City entered into Amendment No. 5 to the Lease (the Santa Fe Municipal Airport Lease Agreement, as amended by Amendments 1-5 are referred to herein as the "Lease");

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee, dated October 10, 2025, Assignor desires to assign to Assignee all of its right, title, and interest in and to the Lease, as amended, and Assignee desires to assume the Lease;

WHEREAS, the Asset Purchase Agreement requires that Assignor deliver an assignment and assumption of lease duly executed by Assignor with respect to the Lease in form and substance satisfactory to Assignee;

WHEREAS, pursuant to Section 15 of the Lease, an assignment of the rights and obligations of the Lease requires the City's consent ("City Consent");

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease, effective as of the date of Closing or the City Consent hereof, whichever is later (the "Effective Date").

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the obligations of the lessee under the Lease arising on or after the Effective Date.

3. City Consent. City, by executing this Assignment hereby consents to the assignment and assumption of the Lease described above, subject to the terms and conditions of the Lease. City accepts the Assignee as the Lessee under the Lease from and after the date hereof as to the Leased Premises. City acknowledges that no other consent is required under the Lease with respect to the Assignment. City notes that the Assignment is contingent upon the occurrence of the Closing under that certain Asset Purchase Agreement, dated October 10, 2025, and if the Closing under the Purchase Agreement does not occur, then the Assignment shall automatically be null and void and of no further force and effect, and Assignor shall responsible for all actions of the Lessee under the Lease.

4. Further Assurances. Each of the parties agrees to execute and deliver such further documents as may be necessary to carry out the intent of this Assignment.

5. Counterpart Execution. This Assignment may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: 6F4A48A6-E907-4FC0-A9C8-B5BA6E5B4F86

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption to be duly executed on its or his behalf as of the date above first written.

ASSIGNOR:

JET CENTER AT SANTA FE REAL ESTATE, LLC

DocuSigned by:

By: _____
FA9E81B326104B1...

Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

DocuSigned by:

By: _____
0B499931F7FC490...

Name: John Marchman
Title: Managing Member
Date: October 16, 2025

ASSIGNEE:

ATLANTIC AVIATION SANTA FE LLC

Signed by:

By: _____
6E3559E606D3468...

Name: Clive Lowe
Title: Executive VP, Chief Development Officer
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor

ATTEST:

_____
Andréa Salazar, City Clerk

APPROVED AS TO FORM:

Kevin L. Nault (Oct 17, 2025 10:23:27 MDT)
_____
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Assignment and Assumption SAF Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIZi-2OtgY8nkD_Ck5LwrHMgyt_dVrtKD

"Project Roadrunner - Assignment and Assumption SAF Lease (Signed)" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-10-17 - 4:16:34 PM GMT

Email viewed by klnault@santafenm.gov
2025-10-17 - 4:22:37 PM GMT- IP address: 174.218.24.183

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-10-17 - 4:23:25 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:23:27 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:23:27 PM GMT

ASSIGNMENT AND ASSUMPTION OF NEW PARCEL LEASE

This **Assignment and Assumption of New Parcel Lease** (this "Assignment") is made and entered into by and among Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Assignor" or "Lessee"), Atlantic Aviation Santa Fe LLC, a New Mexico limited liability company ("Assignee"), and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport"), located in the City of Santa Fe, New Mexico; and

WHEREAS, Assignor is the Lessee under that certain Lease Agreement, entered into by and between Assignor and City on May 20, 2025 (the "New Parcel Lease");

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee, dated October 10, 2025, Assignor desires to assign to Assignee all of its right, title, and interest in and to the New Parcel Lease, as amended, and Assignee desires to assume the New Parcel Lease;

WHEREAS, as a condition of Closing of that certain Asset Purchase Agreement, Assignor shall deliver an assignment and assumption of lease duly executed by Assignor with respect to the New Parcel Lease;

WHEREAS, pursuant to Section 16 of the New Parcel Lease, an assignment of the rights and obligations of the New Parcel Lease requires the City's consent ("City Consent");

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the New Parcel Lease, effective as of the date of Closing or the City Consent hereof, whichever is later (the "Effective Date").

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the obligations of the lessee under the New Parcel Lease arising on or after the Effective Date.

3. City Consent. City, by executing this Assignment hereby consents to the assignment and assumption of the New Parcel Lease described above, subject to the terms and conditions of the Lease. City accepts the Assignee as the Lessee under the New Parcel Lease from and after the date hereof as to the Leased Premises. City acknowledges that no other consent is required under the New Parcel Lease with respect to the Assignment. City further notes that the Assignment is contingent upon the occurrence of the Closing under that certain Asset Purchase Agreement, dated October 10, 2025, and if the Closing under the Purchase Agreement does not occur, then the Assignment shall automatically be null and void and of no further force and effect, and Assignor shall responsible for all actions of the Lessee under the Lease.

4. Further Assurances. Each of the parties agrees to execute and deliver such further documents as may be necessary to carry out the intent of this Assignment.

5. Counterpart Execution. This Assignment may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: 6F4A48A6-E907-4FC0-A9C8-B5BA6E5B4F86

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption to be duly executed on its or his behalf as of the date above first written.

ASSIGNOR:

JET CENTER AT SANTA FE REAL ESTATE, LLC

DocuSigned by:

By: _____
FA9E81B326104B1...
Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

DocuSigned by:

By: _____
0B499931F7EC490...
Name: John Marchman
Title: Managing Member
Date: October 16, 2025

ASSIGNEE:

ATLANTIC AVIATION SANTA FE LLC

Signed by:

By: _____
6E3559E606D3468...
Name: Clive Lowe
Title: Executive VP, Chief Development Officer
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor

ATTEST:

_____
Andréa Salazar, City Clerk

APPROVED AS TO FORM:

Kevin L. Nault (Oct 17, 2025 10:22:05 MDT)
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Assignment and Assumption SAF New Parcel Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACOroyQCBo4Jvg6VSwC2QGHFHJiKwK5LK

"Project Roadrunner - Assignment and Assumption SAF New Parcel Lease (Signed)" History

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2025-10-17 - 4:13:32 PM GMT- IP address: 63.232.20.2

Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
2025-10-17 - 4:13:49 PM GMT

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2025-10-17 - 4:19:44 PM GMT- IP address: 174.218.24.183

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2025-10-17 - 4:22:03 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:22:05 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:22:05 PM GMT

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ESTOPPEL CERTIFICATE OF LEASE

This **Estoppel Certificate** is made by Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Lessee" or "Seller') and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport"), located in the City of Santa Fe, New Mexico;

WHEREAS, Lessee is the lessee under that certain Lease Agreement, dated February 25, 2015, and as amended by Amendments 1 through 5, (the "Lease"); and

WHEREAS, as a condition of Closing of that certain Asset Purchase Agreement between Seller and Atlantic Aviation Santa Fe LLC ("Buyer"), dated October 10, 2025, the Seller shall deliver an estoppel reflecting that there are no ongoing or threatened defaults or violations of the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. The Lease is in full force and effect and has not been amended, modified, or supplemented, except as noted herein.

2. There are no existing monetary or non-monetary defaults or violations of Airport rules by either party under the Lease, and no events have occurred that, with the passage of time or notice, would constitute a default or violation.

3. Lessee has no claims, offsets, or defenses against the enforcement of the Lease by City, and City has no claims, offsets, or defenses against the enforcement of the Lease by Lessee.

4. Lessee has not assigned, sublet, or otherwise transferred any interest in the Lease.

5. There are, with respect to the Lease, no security deposits or prepaid rent or liens, as of the date hereof.

6. This Certificate is delivered by Lessee pursuant to Section 1.05(c)(xi) of the Asset Purchase Agreement and may be relied upon by Buyer, its lenders, and any successors or assigns.

7. The execution of this Estoppel by the City does not amend or waive any of the City's rights under the Lease.

8. This Certificate may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: A34BF3D3-17E6-46EC-80BD-0B012047E11D

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the date written below.

LESSEE / SELLER:

JET CENTER AT SANTA FE REAL ESTATE, LLC

DocuSigned by:

By: _____
FA9E81B326104B1...
Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

DocuSigned by:

By: _____
0B499931F7FC490...
Name: John Marchman
Title: Managing Member
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor
Date: _____

ATTEST:

_____
Andréa Salazar, City Clerk

CITIY ATTORNEY'S OFFICE:

Kevin L. Nault (Oct 17, 2025 10:18:44 MDT)
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Estoppel SAF Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABn5jYWX_wLigjlYQfrFStvc_HiIdpDm6

"Project Roadrunner - Estoppel SAF Lease (Signed)" History

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2025-10-17 - 4:15:49 PM GMT

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Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-10-17 - 4:18:42 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:18:44 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:18:44 PM GMT

ESTOPPEL CERTIFICATE OF NEW PARCEL LEASE

This **Estoppel Certificate** is made by Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Lessee" or "Seller') and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport"), located in the City of Santa Fe, New Mexico;

WHEREAS, Lessee is the lessee under that certain Lease Agreement, entered into by and between Assignor and City on May 20, 2025 (the "New Parcel Lease"); and

WHEREAS, as a condition of Closing of that certain Asset Purchase Agreement between Seller and Atlantic Aviation Santa Fe LLC ("Buyer"), dated October 10, 2025, the Seller shall deliver an estoppel reflecting that there are no ongoing or threatened defaults or violations of the New Parcel Lease.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. The New Parcel Lease is in full force and effect and has not been amended, modified, or supplemented, except as noted herein.

2. There are no existing monetary or non-monetary defaults or violations of Airport rules by either party under the New Parcel Lease, and no events have occurred that, with the passage of time or notice, would constitute a default or violation.

3. Lessee has no claims, offsets, or defenses against the enforcement of the New Parcel Lease by City, and City has no claims, offsets, or defenses against the enforcement of the New Parcel Lease by Lessee.

4. Lessee has not assigned, sublet, or otherwise transferred any interest in the New Parcel Lease.

5. There are, with respect to the New Parcel Lease, no security deposits or prepaid rent or liens, as of the date hereof.

6. This Certificate is delivered by Lessee pursuant to Section 1.05(c)(xi) of the Asset Purchase Agreement and may be relied upon by Buyer, its lenders, and any successors or assigns.

7. The execution of this Estoppel by the City does not amend or waive any of the City's rights under the New Parcel Lease.

8. This Certificate may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: A34BF3D3-17E6-46EC-80BD-0B012047E11D

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the date written below.

LESSEE / SELLER:

JET CENTER AT SANTA FE REAL ESTATE, LLC

By: DocuSigned by: FA9F81B326104B1...
Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

By: DocuSigned by: John Marchman
Name: John Marchman
Title: Managing Member
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor
Date: _____

ATTEST:

_____
Andréa Salazar, City Clerk

CITIY ATTORNEY'S OFFICE:

Kevin L. Nault (Oct 17, 2025 10:17:26 MDT)
_____
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Estoppel SAF New Parcel Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6_atwb1XBFTKeJgP1usT6os8xyl86c9z

"Project Roadrunner - Estoppel SAF New Parcel Lease (Signed) " History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-10-17 - 4:15:01 PM GMT

Email viewed by klnault@santafenm.gov
2025-10-17 - 4:16:24 PM GMT- IP address: 174.218.24.183

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-10-17 - 4:17:24 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:17:26 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:17:26 PM GMT

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CONSENT TO ASSIGNMENT, TRANSFER, AND ESTOPPEL

THIS CONSENT AND ESTOPPEL is made this____ of October, 2025 by the City of Santa Fe, New Mexico, a municipal corporation, principally situated in Santa Fe County (the "Landlord" or the "City"), for the benefit of Jet Center Santa Fe Operations, LLC, (Jet Center or Tenant).

RECITALS

WHEREAS, Landlord previously granted Jet Center ("Tenant"), the leasehold interests listed as items (1) and (2) on Exhibit A attached hereto (the "Jet Center Leases"), collectively the "Ground Leases", to make use of certain facilities and the premises leased pursuant thereto (the "Leased Premises"), at the City's Municipal Airport (the "Airport") pursuant to such Ground Leases; and

WHEREAS, the City has been advised that its consent to assignment and transfer of the Ground Leases is sought by Jet Center and is required as a condition of the Asset Purchase Agreement between it and Atlantic Aviation Santa Fe, Inc., a Delaware Corporation;

LANDLORD'S CONSENT TO ASSIGNMENT, TRANSFER, AND ESTOPPEL

NOW, THEREFORE, Landlord certifies, acknowledges, and represents as follows:

1. Exhibit A attached hereto sets forth a true, complete and accurate list of the Ground Leases and all amendments thereto executed by Landlord. There are no modifications to the Ground Leases, except as set forth therein.

2. Other than the Ground Leases, there are no agreements, arrangements or understandings between Landlord and Tenant, or to which Landlord or Tenant is bound, relating to the Ground Leases or to the Leased Premises.

3. The City is the Landlord, and Tenant is the Lessee, under the Ground Leases.

4. Landlord is the sole owner of the Leased Premises. Tenant is lawfully in possession of the Leased Premises.

5. The Ground Leases are in full force and effect, in accordance with their terms.

6. Landlord has not transferred or assigned any of its interest in the Ground Leases to any other person, entity or governmental agency or authority.

7. The rent and all other charges due and payable under the Ground Leases are current as of the date of Lessor's Consent to the Assignment.

8. To the best of Landlord's knowledge, no Event of Default exists under the Ground Leases, and no fact or circumstance presently exists which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute an Event of Default under the Ground Leases.

9. In the Ground Leases, Landlord consented to encumbrance of Tenant's interest in the Ground Leases and the Leased Premises to finance construction authorized under the Ground Leases. Landlord is unaware of any default or claim of default has been made is made on account of any such encumbrance.

10. The consent to the assignment of the Ground Leases is required of Landlord in connection with the transfer or assignment of the Ground Leases as contemplated in the Asset Purchase Agreement between the parties thereto. Landlord's consent shall not be unreasonably withheld.

11. Landlord, as evidenced by the signature of the duly authorized representative of the City of Santa Fe, hereby CONSENTS TO THE ASSIGNMENT AND TRANSFER of the Ground Leases described on Exhibit A, and of all Jet Center's interests therein as requested.

IN WITNESS WHEREOF, the undersigned has made and executed this Consent to Assignment and Transfer and Estoppel on the date first above written.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

ATTEST:

_____,
SANTA FE CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Kevin L. Nault (Oct 17, 2025 10:24:29 MDT)
ASSISTANT CITY ATTORNEY

EXHIBIT A

Ground Leases

1. Lease Agreement, dated April 16, 2015, by and between The City of Santa Fe, New Mexico, as landlord, and Jet Center At Santa Fe Real Estate, LLC, as tenant, as amended by that certain Amendment No. 1 dated July 2, 2015, Amendment No. 2 dated June 12, 2017, Amendment No. 3 dated December 13, 2017, Amendment No. 4 dated March 28, 2018, and Amendment No. 5 dated November 10, 2022 for the property located at 109 Aviation Drive, Santa Fe, NM (together, the "FBO Lease").

2. Lease Agreement, dated May 20, 2025, by and between the City of Santa Fe, as landlord, and Jet Center Santa Fe Real Estate, LLC, as tenant, for 1.57 acres of property located at the Santa Fe Regional Airport (the "1.57 Acre Lease").

Jet Center Santa Fe Landlord Consent and Estoppel (Execution Version)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVuaQoZhwSykRC-PYhEE7dVr8SBu-_GTa

"Jet Center Santa Fe Landlord Consent and Estoppel (Execution Version)" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-10-17 - 4:17:08 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-10-17 - 4:17:21 PM GMT

Email viewed by klnault@santafenm.gov
2025-10-17 - 4:23:39 PM GMT- IP address: 174.218.24.183

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-10-17 - 4:24:27 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:24:29 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:24:29 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: October 9, 2025

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

Via: Eric Candelaria, ITT Department Director EC

From: Joshua Chandler, Contract Administrator

Subject: Tyler Munis and Tyler EPL (EnerGov) Software Subscription

Vendor Name: Tyler Technologies Inc

Munis Vendor Number: 6177

ITEM AND ISSUE:

Request for Approval of Amendment #2 to Software as a Service Agreement Item# 17-0381 To Increase the Compensation by to $1,144,148.00 for a New Total Amount of $9,431,664.12 and to Extend the Termination Date to August 31, 2026. (Eric Candelaria, ITT Department Director, edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY20 Munis contract number is 3200442.

BACKGROUND AND SUMMARY:

The City of Santa Fe currently utilizes Tyler Munis as its Enterprise Resource Planning (ERP) solution, which encompasses comprehensive core financial management, procurement, human resources, payroll, and revenue administration capabilities. Additionally, the City operates Tyler EPL (formerly EnerGov) as its Enterprise Permitting & Licensing software platform, providing integrated planning, permitting, inspections, code enforcement, and regulatory compliance functionality.

Since implementation in 2017, both Tyler Munis and Tyler EPL systems have significantly enhanced the City's technological infrastructure, standardized business processes according to industry best practices, increased operational efficiencies, improved data accessibility, and elevated constituent service delivery standards. Extending the existing Tyler Technologies agreement for both Tyler Munis and Tyler EPL platforms will ensure seamless operational continuity and maintain uninterrupted access to these mission-critical systems essential for core business functions. This contract extension will mitigate potential service disruptions to essential business processes while preventing costly operational downtime and associated productivity losses.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ERP/ 325

Munis Org Name/Number: ITT Enterprise Resource Planning/3253950

Munis Object Name/Number: Other Consulting/510310

Budget Officer / Designee: Andy Hopkins **Date:** 10/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #16/22/P and RFP #16/42/P

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 10/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

Approval: Eric Candelaria (Oct 9, 2025 11:49:36 MDT) **Title:** ITT Department Director **Date:** 10/09/2025

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

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

ATTACHMENTS:

Tyler Technologies, Inc Amendment 2 to Software as a Service Agreement Item#17-0381

Tyler Technologies, Inc Amendment 1 to Software as a Service Agreement Item #17-0381

Software as a Service Agreement Item #17-0381

Retroactive term approval Memo

Certificate of Insurance

W9

Outlook Email PDF RE: Tyler ERP Renewal & Next Step

SPD Policy Memo #FY13-003

AMENDMENT 2

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, New Mexico, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. SaaS Term.
   Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current Saas Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to ten (10) years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the Saas Services will terminate at the end of this Agreement.

   The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for a one (1) year term at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.

2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, are invoiced quarterly in advance, beginning on the commencement date of the Renewal Term.

3. Users Limits. The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

4. The items set forth in the Amendment Investment Summary attached as Exhibit 2 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 2, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by $25,000, with a quarterly payment increase of $6,250. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

b. Unless otherwise provided herein, services identified at Exhibit 2 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.	City of Santa Fe, New Mexico
By: Erik Graney	By: Eric Candelaria Eric Candelaria (Oct 9, 2025 11:49:36 MDT)
Name: Erik Graney	Name: Eric Candelaria
Title: Senior Corporate Attorney	Title: ITT Department Director
Date: 10/08/2025	Date: 10/09/2025

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jeremy Shaw
Quote Expiration:	12/17/25
Quote Name:	City of Santa Fe - ERP - Renewal
Quote Description:	2025-2026 Renewal
Saas Term	1.00

Sales Quotation For:
City of Santa Fe
DAVID C. TAPIA, ITT
SANTA FE NM 87504-0909

Shipping Address:
City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	$ 119,242.00
Capital Assets	1	0	$ 30,013.00
Cash Management	1	0	$ 23,562.00
Contract Management	1	0	$ 15,088.00
eProcurement	1	0	$ 22,092.00
Inventory	1	0	$ 29,996.00
Project & Grant Accounting	1	0	$ 20,688.00
Purchasing	1	0	$ 55,846.00
Standard Fuel Interface - SeeComments	1	0	$ 3,883.00
Work Orders, Fleet & Facilities Management	1	0	$ 39,117.00
Human Resources Management			
Employee Expense Reimbursement	1	0	$ 12,318.00
Human Resources & Talent Management	1	0	$ 16,372.00
Payroll w/ESS	1	0	$ 31,713.00
Recruiting	1	0	$ 5,947.00

Risk Management	1	0	$ 21,291.00
Enterprise Permitting & Licensing Extensions			
EPL 3rd Party IVR API Connector	1	0	$ 4,338.00
Revenue Management			
Accounts Receivable	1	0	$ 26,474.00
Cashiering	1	0	$ 38,206.00
Citizen Self Service	1	0	$ 25,556.00
General Billing	1	0	$ 13,325.00
Civic Services			
Business Management Suite	10	0	$ 23,470.00
Civic Access - Business Management	1	0	$ 8,681.00
Civic Access - Community Development	1	0	$ 17,362.00
Community Development Suite	80	0	$ 177,840.00
e-Reviews	1	0	$ 17,362.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	$ 10,067.00
Enterprise Permitting & Licensing Mobile	61	0	$ 39,589.00
EPL Business Management SDK	1	0	$ 10,070.00
EPL Community Development SDK	1	0	$ 3,759.00
EPL Hosted Report Management	1	0	$ 4,221.00
Tyler Content Manager Standard Edition	1	0	$ 10,878.00
Content Management			
Content Manager Core Access	1	0	$ 4,816.00
Content Manager Core includes Onboarding	1	0	$ 38,160.00
Data Insights			
Enterprise Analytics and Reporting	1	0	$ 67,938.00
Additional			
BMI Asset Track Interface	1	0	$ 3,883.00
BMI CollectIT Interface	1	0	$ 3,883.00
Forms Processing Doc Origin Software	1	0	$ 12,723.00
GIS Site License	1	0	$ 21,991.00

Integrations			
Accounts Receivable API Toolkit	1	0	$ 7,487.00
General Ledger API Toolkit	1	0	$ 9,113.00
Subscription Fees			
Additional SaaS Environment	1	0	$ 11,576.00
TOTAL		**0**	**$ 1,059,936.00**

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Civic Services			
Enterprise Permitting & Licensing Assist Advanced	1	0	$ 55,612.00
TOTAL:		**0**	**$ 55,612.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 1,059,936.00
Total Tyler Services	$ 0.00	$ 55,612.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 1,115,548.00**
Contract Total	**$ 1,115,548.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

Exhibit 2
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - Vendor Access Migration
Quote Description:	Migration from VSS to Vendor Access

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	1	16	$ 22,092.00
Sub-Total:			$ 22,092.00
Less Discount:			$ 22,092.00
TOTAL		**16**	**$ 0.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	16	$ 225.00	$ 0.00	$ 3,600.00	$ 0.00
TOTAL				**$ 3,600.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 3,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 3,600.00**	**$ 0.00**
Contract Total	**$ 3,600.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net

Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	$ 22,092.00	$ 22,092.00	$ 0.00
TOTAL	**$ 22,092.00**	**$ 22,092.00**	**$ 0.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your rights, and the rights of any of your end users, to use Tyler’s Access applications are subject to the Terms of Services, available at https://www.tylertech.com/terms/tyler-access-applications-migration-terms. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

eProcurement (Vendor Access and Punch Out) will replace eProcurement (Vendor Self-Service) on next renewal.

Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - User Monitoring & Response

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Shipping Address:

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
User Monitoring and Response	1	0	$ 25,000.00
TOTAL:		**0**	**$ 25,000.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00

Total Tyler Services	$ 0.00	$ 25,000.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 25,000.00**
Contract Total	**$ 25,000.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Jeremy Shaw
Quote Expiration:	12/17/25
Quote Name:	City of Santa Fe - ERP - Renewal
Quote Description:	2025-2026 Renewal
Saas Term	1.00

Sales Quotation For:

City of Santa Fe
DAVID C. TAPIA, ITT
SANTA FE NM 87504-0909

Shipping Address:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	$ 119,242.00
Capital Assets	1	0	$ 30,013.00
Cash Management	1	0	$ 23,562.00
Contract Management	1	0	$ 15,088.00
eProcurement	1	0	$ 22,092.00
Inventory	1	0	$ 29,996.00
Project & Grant Accounting	1	0	$ 20,688.00
Purchasing	1	0	$ 55,846.00
Standard Fuel Interface - SeeComments	1	0	$ 3,883.00
Work Orders, Fleet & Facilities Management	1	0	$ 39,117.00
Human Resources Management			
Employee Expense Reimbursement	1	0	$ 12,318.00
Human Resources & Talent Management	1	0	$ 16,372.00
Payroll w/ESS	1	0	$ 31,713.00
Recruiting	1	0	$ 5,947.00
Risk Management	1	0	$ 21,291.00

Enterprise Permitting & Licensing Extensions			
EPL 3rd Party IVR API Connector	1	0	$ 4,338.00
Revenue Management			
Accounts Receivable	1	0	$ 26,474.00
Cashiering	1	0	$ 38,206.00
Citizen Self Service	1	0	$ 25,556.00
General Billing	1	0	$ 13,325.00
Civic Services			
Business Management Suite	10	0	$ 23,470.00
Civic Access - Business Management	1	0	$ 8,681.00
Civic Access - Community Development	1	0	$ 17,362.00
Community Development Suite	80	0	$ 177,840.00
e-Reviews	1	0	$ 17,362.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	$ 10,067.00
Enterprise Permitting & Licensing Mobile	61	0	$ 39,589.00
EPL Business Management SDK	1	0	$ 10,070.00
EPL Community Development SDK	1	0	$ 3,759.00
EPL Hosted Report Management	1	0	$ 4,221.00
Tyler Content Manager Standard Edition	1	0	$ 10,878.00
Content Management			
Content Manager Core Access	1	0	$ 4,816.00
Content Manager Core includes Onboarding	1	0	$ 38,160.00
Data Insights			
Enterprise Analytics and Reporting	1	0	$ 67,938.00
Additional			
BMI Asset Track Interface	1	0	$ 3,883.00
BMI CollectIT Interface	1	0	$ 3,883.00
Forms Processing Doc Origin Software	1	0	$ 12,723.00
GIS Site License	1	0	$ 21,991.00
Integrations			
Accounts Receivable API Toolkit	1	0	$ 7,487.00
General Ledger API Toolkit	1	0	$ 9,113.00
Subscription Fees			

Additional SaaS Environment	1	0	$ 11,576.00
	TOTAL	**0**	**$ 1,059,936.00**

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Civic Services			
Enterprise Permitting & Licensing Assist Advanced	1	0	$ 55,612.00
	TOTAL:	**0**	**$ 55,612.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 1,059,936.00
Total Tyler Services	$ 0.00	$ 55,612.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 1,115,548.00**
Contract Total	**$ 1,115,548.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler. Implementation Hours are

scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt. Personnel Actions

Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

Exhibit 2 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - Vendor Access Migration
Quote Description:	Migration from VSS to Vendor Access

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada Santa
Fe NM 87507-4808

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	1	16	$ 22,092.00
Sub-Total:			$ 22,092.00
Less Discount:			$ 22,092.00
TOTAL		**16**	**$ 0.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	16	$ 225.00	$ 0.00	$ 3,600.00	$ 0.00
TOTAL				**$ 3,600.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 3,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 3,600.00**	**$ 0.00**
Contract Total	**$ 3,600.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Descriptio	Annual	Annual Fee	Annual Fee

Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	$ 22,092.00	$ 22,092.00	$ 0.00
TOTAL	***$ 22,092.00***	***$ 22,092.00***	***$ 0.00***

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

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Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler. Implementation Hours are

scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at https://www.tylertech.com/terms/tyler-access-applications-migration-terms. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

eProcurement (Vendor Access and Punch Out) will replace eProcurement (Vendor Self-Service) on next renewal.

Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - User Monitoring & Response

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada Santa
Fe NM 87507-4808

Shipping Address:

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
User Monitoring and Response	1	0	$ 25,000.00
TOTAL:		**0**	**$ 25,000.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 25,000.00

Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 25,000.00**
Contract Total	**$ 25,000.00**	

Client's purchase of the items listed above is subject to the Comments below
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Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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Comments

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- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Cybersecurity services are governed by the terms found here: Cybersecurity Services Terms of Service (tylertech.com). Your signature on this order or your receipt or use of Tyler Cybersecurity services indicates that you have read, understand, and agree to be bound by such terms. Additionally, your signature on this order indicates that you are authorized to bind the entity listed on this order to such terms.

For the avoidance of doubt, User Monitoring & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for User Monitoring & Response commence on the availability of the service. User Monitoring & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the User Monitoring & Response service upon renewal.

Santa Fe NM Amend 100825

Final Audit Report 2025-10-08

Created:	2025-10-08
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeESVv_bAEVvKQ7xRNorqOfvN700Ex4Re

"Santa Fe NM Amend 100825" History

Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)
2025-10-08 - 7:17:03 PM GMT

Document emailed to Erik Graney (erik.graney@tylertech.com) for signature
2025-10-08 - 7:18:04 PM GMT

Email viewed by Erik Graney (erik.graney@tylertech.com)
2025-10-08 - 8:29:15 PM GMT

Document e-signed by Erik Graney (erik.graney@tylertech.com)
Signature Date: 2025-10-08 - 8:38:52 PM GMT - Time Source: server

Agreement completed.
2025-10-08 - 8:38:52 PM GMT

ITEM # 17-0751

tyler technologies

AMENDMENT

This amendment ("Amendment") is made this 14th day of July, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following payment milestone for EnerGov services, set forth in Exhibit B Section 2.3 of the Agreement, is hereby revised as follows in order to correct a calculation error:

Deliverable	Description	Current Amount	NEW Amount
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	$29,900	$25,400

2. Twenty-five (25) EnerGov service hours, totaling $4,375 (at a rate of $175 per hour), are hereby added to the Agreement. Such hours shall be used at Client's direction. Tyler will invoice Client for the service hours added herein, plus expenses, as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: See attached

Name:

Title:

Date:

Santa Fe, NM

By: Renee Martinez for BKS

Name: Brian K. Snyder

Title: City Manager

Date: 7/5/17

AMENDMENT

This amendment ("Amendment") is made this 10th day of July, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following payment milestone for EnerGov services, set forth in Exhibit B Section 2.3 of the Agreement, is hereby revised as follows in order to correct a calculation error:

Deliverable	Description	Current Amount	NEW Amount
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	$29,900	$25,400

2. Twenty-five (25) EnerGov service hours, totaling $4,375 (at a rate of $175 per hour), are hereby added to the Agreement. Such hours shall be used at Client's direction. Tyler will invoice Client for the service hours added herein, plus expenses, as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: _____

Name: Rob Kennedy-Jensen

Title: Senior Corporate Attorney

Date: 7/10/17

Santa Fe, NM

By: _____ for BKS

Name: Brian K. Snyder

Title: City Manager

Date: 7/5/17

Attest:

Yolanda Y. Vigil, City Clerk

Approved as to form:

6/30

Kelley A. Brennan, City Attorney

Approved:

7.6.17

Adam K. Johnson, Finance Director

ITEM # 17-0381

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement, including the Exhibits attached thereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Santa Fe, New Mexico.
- **"Data"** means your data necessary to utilize the Tyler Software, including Client developed business rules provided to Tyler by the Client to the exent such rules are necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity, if any, for your Data identified in the Investment Summary.
- **"Days"** means calendar days unless specifically identified otherwise in the Agreement or Statement of Work.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, including in our proposal response to Attachment B from the City RFP, or their functional equivalent. In the event of a conflict between the functional descriptions in our Proposal and the functional descriptions in our then-current Documentation, the descriptions in our Proposal will control; however, and notwithstanding the foregoing, future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services for the Munis Tyler Software. The Defined Concurrent Users for the Agreement are one hundred (100) as set forth in the Munis Investment Summary.
- **"Defined Named Users"** means the number of named users that are authorized to use the SaaS Services for the "Energov" labeled modules. The Defined Named Users for Energov labeled modules under this Agreement are set forth in the Energov Investment Summary.
- **"Defined Users"** means the Defined Concurrent Users and Defined Named Users authorized to use the SaaS Services as set forth in the Investment Summaries.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Internal Business Processes"** means those non-commercial administrative and operational functions you perform in the ordinary course of your business, as described in your Request for Proposal ("RFP").
- **"Investment Summary"** or **"Investment Summaries"** means the agreed upon cost proposal for the products and services set forth in this Agreement. The Investment Summary for the Munis products and services is attached as Schedule 1 to Exhibit A. The Investment Summary for the Energov products and services is attached as Schedule 2 to Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of a user's desktop operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Munis and Energov Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work for Munis is attached as Schedule 1 to Exhibit E. The Statement of Work for Energov is attached as Schedule 2 to Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as exhibits to this Agreement.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your Internal Business Processes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8). To the extent you license MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Schedule 2 to Exhibit D.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). The foregoing notwithstanding, prior to charging any additional fees for the first instance that you exceed the number of Defined Users and/or amount of Data Storage Capacity, Tyler will work with you on a best practices plan. If the Defined Users or Data Storage Capacity continues to be meaningfully exceeded after such best practices plan, Tyler will work with you to make plans for future use, provide an estimate of fees for increases to the number of Defined Users and/or amount of Data Storage, and receive written approval from you to proceed with such increase(s). If you elect not to increase the number of Defined Users or the amount of Data Storage Capacity, you agree that Tyler shall have the right to charge you additional fees for overage(s) as set forth in this paragraph in the event that you once again exceed the limits set forth in this Agreement.

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. Any and all data stored on our servers or within our custody, in order to execute this Agreement, is the sole property of the Client. We, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Client's data in any manner, or provide to any entity or person outside of the Client without the express written authorization of the Client.

   3.4 To the extent applicable, we will reproduce and include Client's copyright and other proprietary notices and product identifications.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify (defined to include any actions taken by the City to alter the SaaS services), make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building

or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement, including any renewal terms. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

   6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

   6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

   6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide written notice of any compromise of the Tyler software and/or your data in accordance with applicable federal and state law. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. To the extent there are costs associated with any requested additional security audit, prior to conducting such audit, we will provide you with a cost estimate and receive your written

approval to proceed. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe, not to exceed two (2) weeks time, after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in accordance with the milestones set forth in the Invoicing and Payment Policy, which are based on the amounts set forth in the Investment Summary. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our judgment and expertise. The parties agree that the services included in the Investment Summary are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement as of the Effective Date, provided each party timely meets its obligations under the Agreement. Tyler has provided not to exceed amounts for implementation costs; notwithstanding the foregoing, we will bill you the actual fees incurred based on the in-scope service provided to you. In the event that the services set forth in this Agreement are not reasonably sufficient to deliver the scope of work, at no fault of the Client, we will complete the scope of work at no additional cost to the Client.

3. Additional Services. If additional work is required beyond the scope of work, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our

personnel, including arranging travel reservations, at least one (1) week in advance of commitments. Therefore, if you cancel services less than one (1) week in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within one (1) week of scheduled commitments. You will not be responsible for fees related to cancellations initiated by us.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards, and sufficient to complete the services in the Statement of Work. The personnel we assign shall have the necessary skills, experience and knowledge to perform their assigned duties. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). You will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure of our personnel to perform according to the mutually agreeable project schedule.

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

8.6 Updates to Tyler software will only be applied upon your request and on a schedule mutually agreed upon by the parties, subject to Tyler's then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option and upon your request, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

9. Schedule. The Statements of Work contain estimated target Go-Live dates; both parties agree to cooperate and use reasonable efforts to meet such dates. The parties agree and understand that the Statements of Work, including the target Go-Live dates, may be modified, as necessary, by mutual agreement and in accordance with the processes set forth in the Statement of Work.

10. Personnel Assignments and Changes. After the Effective Date, and in coordination with the Project kick-off activities identified in the Statement of Work, we will make project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for our personnel that are allocated for potential onsite services on your project. You agree that those resumes are for your information and planning purposes only. Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove that staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. In the event our personnel is/are not providing services consistent with our services warranty, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that personnel, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience as the person being replaced. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, prior to rendering services, in accordance with contractual requirements.

11. Subject of Proceedings. Tyler warrants that neither Tyler nor any officer, stockholder, director or employee of Tyler, is presently subject to any litigation or administrative proceeding before any court or administrative body which would prevent us from meeting our obligations under this Agreement; nor, to the best of our knowledge, is any such litigation or proceeding presently threatened against us or any of our officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, we shall disclose such fact to the Client within a reasonable time.

12. API Support. To the extent you have purchased an API from us, the following terms apply. Our APIs are based on standard RESTful web services. Likewise, the associated documentation is in standardized RESTful API documentation format and includes API endpoint information and uses commonly-accepted markdown templates. If you have purchased any APIs, we will provide you with all related then-current documentation and, upon reasonable request, agree to verify that those web service based APIs are functioning consistent with then-current documentation. If they are not so functioning, we will identify the root cause and, if we are the source of the root cause, we will resolve it for no additional fee beyond your then-current maintenance and support fees. If we are not the root cause, or if other support is requested by a third party on your behalf, then we will notify you of such request, provide you with an opportunity to approve or deny Tyler's acceptance of that support call and any related services, and/or quote to you the hours we expect our response to the support call to require at our then-current support services rates, as applicable. We will provide any requested and approved support on that time and materials basis. We are under no obligation to accept support calls from third parties on your behalf.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in

the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software, service or third party hardware does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. Tyler will continue to provide services while an invoice is in dispute and action items are being addressed. The foregoing notwithstanding, we reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. If you have completed the action plan items agreed to be done by you and we do not complete the action items we have agreed to complete, in a manner that conforms to the terms and conditions of this Agreement, then you may continue to withhold payment and pursue termination under Section F.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, we will provide your historical data in a standard Microsoft SQL Backup file within 10 business days from the date that services cease. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. We agree not to suspend the SaaS services for non-payment in the event of a good-faith invoice dispute pursuant to Section E (2).

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause

in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more, subject to the provisions of Section H(9).

2.4 Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Client, this Agreement shall terminate upon thirty (30) days written notice being given by the Client to Tyler. The Client's decision as to whether sufficient appropriations are available shall be accepted by Tyler and shall be final. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 For Convenience. You may terminate this Agreement for your convenience upon thirty (30) days written notice to us. Prior to any such termination being effective, you will provide an opportunity for a meeting with us to discuss alternatives to termination, if any. Upon termination, you shall remit payment for all products and services delivered to you and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Post-Termination Assistance. Upon termination of this Agreement, Tyler shall provide to the Client any post-termination assistance Tyler generally makes available to customers of its SaaS services at the Tyler's current rate for these services. Tyler shall implement an orderly return of the Client's data and other assets or otherwise provide secure disposal of same. We shall provide all Client data in a standard Microsoft SQL Backup file, at no cost to the City. All other post-termination services costs shall be determined and agreed to by both parties.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software

immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by New Mexico law including but not limited to NMSA 1978, § 6-6-11, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,**

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty four (24) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

    a. We shall be reimbursed by the Client for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on Tyler by any authority. The payment of taxes for any money received under this Agreement shall be our sole responsibility and should be reported under our Federal and State tax identification number(s).

    b. We, and any and all subcontractors, shall pay all Federal, state and local taxes applicable to

its operation and any persons employed by the Contractor. We shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. In the event of subcontracting, Tyler shall remain solely responsible for fulfilling the terms and conditions of this Agreement. If Tyler shall employ subcontractors, Tyler agrees that changes to the pricing set forth in the Investment Summary shall require a written change order executed by the Client, however in no such event shall the City be responsible for any increased or additional fees resulting from the use of a subcontractor by Tyler for the provision of the scope of work as of the Effective Date. Any subcontractor employed by Tyler shall be bound to the terms and conditions of this Agreement, including but not limited to, the confidentiality obligations set forth herein.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. In the event of such a reorganization, merger, acquisition or purchase, the Assignor will notify the City of the assignment within a commercially reasonable time.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event including a reasonable amount of time required to address issues stemming from the Force Majeure event and reasonable time required for the restoration of normal business activities.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or modified except by an amendment in writing executed by an authorized representative of the parties hereto.

12. Severability. In case any one or more of the provisions contained in this 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.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. Tyler and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Client as a result of this Agreement. We acknowledge that all sums received hereunder are personally reportable by us for income tax purposes as self-employment or business income and are reportable for self-employment tax.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. Notices shall be addressed as follows:

FOR CLIENT

Renée Martínez
City of Santa Fe
rjmartinez@ci.santa-fe.nm.us
505 955-5565

FOR TYLER

Attention: Chief Legal Officer
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials so long as we receive your advance written consent.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the New Mexico State Inspection of Public Records Act (IPRA) or similar applicable public disclosure laws governing this Agreement. Notwithstanding anything in this Agreement, you may disclose confidential information as required by the IPRA; provided, however, that in the event you receive a request for disclosure under IPRA or other similar law, you will give us prompt notice and otherwise perform the functions required by applicable law. Upon your request, we agree to provide data to assist you in complying with requests made under the IPRA or other similar law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. Tyler shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Client disclosed to us as of the Effective Date. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable federal and state laws existing as of the Effective Date. Should laws applicable to our performance under this Agremeent change post-signature, we reserve the right to seek a change order for the additional work, time, and/or cost that may be required to comply with the new law, ordinance or regulation.

    Tyler shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the Client's policies disclosed to Tyler as of the Effective Date prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or

policies regulating the conduct of persons on Client property at all times while performing duties pursuant to this Agreement. Tyler agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for termination of the Agreement by the Client pursuant to Section F.

In any action, suit or legal dispute arising from this Agreement, the Tyler 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.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. New Mexico Tort Claims Act. Any liability incurred by the Client 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 Client and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

23. Release. In the event either party terminates this Agreement pursuant to Section F, the parties agree to negotiate in good faith a mutually applicable release which shall set forth the scope of each party's respective liabilities, claims and obligations upon termination. The foregoing notwithstanding, except as otherwise provided herein or in an addendum executed by both parties pursuant to Section H (11), Tyler agrees not to purport to bind the Client to any obligation unless Tyler has express written authority to do so, and then only to within the strict limits of that authority. .

24. Records and Audit. Tyler shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Client, the Department of Finance and Administration, and the State Auditor. The Client shall have the right to audit the billing once per year on one week advance written notice or on such other timeframe as the parties may mutually agree. Payment under this Agreement shall not foreclose the right of the Client to recover excessive or illegal payments as permitted under applicable law.

25. Conflict of Interest. Tyler 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 or services required under the Agreement. Tyler certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state

employee or former state employee have been followed.

26. New Mexico Employees Health Coverage.

    (a) If Tyler has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Tyler certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Tyler and the Clientexceed $250,000 dollars.

    (b) To the extent required by applicable law, Tyler agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

27. New Mexico Employees Pay Equity Reporting. Tyler warrants that, as of the Effective Date of this Agreement, it is exempt from filing the PE10-249 form as it does not have ten (10) or more New Mexico employees or eight (8) or more New Mexico employees in the same job classification. Should Tyler meet the size requirement following the Effective Date, Tyler agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement as required by applicable law.

28. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

29. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: DocOrigin End User License Agreement
	Schedule 2: MyGovPay/Virtual Pay
Exhibit E	Statements of Work
	Schedule 1: Munis Statement of Work
	Schedule 2: Energov Statement of Work
Exhibit F	Tyler's Proposals dated March 4, 2016 and June 9, 2016, including Tyler's Responses to the Client's Request for Clarification
Exhibit G	Client's Requests for Proposal, RFP #16/22/P and RFP #16/42/P

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of preference:

- This Agreement, inclusive of Exhibits A-E
- Exhibit F – Tyler's Proposals
- Exhibit G – Client's RFPs

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

City of Santa Fe

By:_____

Name: Javier M. Gonzales

Title: Mayor

Date:_____

Attest:

_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

_____ 4/4/17
Kelley A. Brennan, City Attorney

Approved:

_____
Adam K. Johnson, Finance Director

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 5/1/17

TYLER TECHNOLOGIES, INC.

Abigail Diaz, Chief Legal Officer

DATE: 4/10/17

CRS# 03-034875-00-7
City of Santa Fe Business
Registration # 17-00143715

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 4/26/17
DATE:

APPROVED AS TO FORM:

See previous page
KELLEY A. BRENNAN, CITY ATTORNEY

DATE:

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

DATE: 5/11/17

Business Unit Line Item

Exhibit A
Investment Summary

The following Investment Summaries detail the software and services to be delivered by us to you under the Agreement. The Investment Summaries are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement and/or the Statement of Work attached thereto. To the extent there is a conflict between the comments in the Investment Summary and the terms of the Agreement, the terms of the Agreement shall control.

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Quoted By:	David Carll
Date:	3/23/2017
Quote Expiration:	7/11/2017
Quote Name:	City of Santa Fe-ERP-Munis
Quote Number:	2017-25595
Quote Description:	City of Santa Fe NM Tyler Quote Saas 7 v9 032317

Sales Quotation For

City of Santa Fe
2511 Camino Entrada
Santa Fe, New Mexico 87507
Phone (505) 955-5111
Fax: (505) 955-5159

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Financial:					
Accounting/GL/BG/AP	7	$108,156.00	46	$58,650.00	$20,200.00
Bid Management	7	$13,489.00	7	$8,925.00	$0.00
BMI Asset Track Interface	7	$3,522.00	5	$6,375.00	$0.00
BMI CollectIT Interface	7	$3,522.00	5	$6,375.00	$0.00
Capital Assets	7	$27,223.00	14	$17,850.00	$4,500.00
Cash Management	7	$21,371.00	9	$11,475.00	$0.00
Contract Management	7	$13,685.00	7	$8,925.00	$0.00
Employee Expense Reimbursement	7	$11,173.00	9	$11,475.00	$0.00
Inventory	7	$27,207.00	14	$17,850.00	$7,000.00
Project & Grant Accounting	7	$18,765.00	11	$14,025.00	$3,500.00
Purchasing	7	$50,654.00	32	$40,800.00	$4,000.00
Standard Fuel Interface - SeeComments	7	$3,522.00	5	$6,375.00	$0.00
Work Orders, Fleet & Facilities Management	7	$35,480.00	44	$56,100.00	$0.00

SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Days	Impl. Cost	Data Conversion
Human Capital Management:					
Human Resources & Talent Management	7	$12,217.00	8	$10,200.00	$0.00
Payroll w/ESS	7	$28,765.00	20	$25,500.00	$21,800.00
Recruiting	7	$5,394.00	4	$5,100.00	$0.00
Risk Management	7	$19,312.00	11	$14,025.00	$0.00
Revenue:					
Accounts Receivable	7	$24,013.00	21	$26,775.00	$0.00
General Billing	7	$12,086.00	12	$15,300.00	$18,000.00
Tyler Cashiering	7	$34,654.00	9	$11,475.00	$0.00
Productivity:					
Citizen Self Service	7	$23,180.00	1	$1,275.00	$0.00
eProcurement	7	$20,038.00	1	$1,275.00	$0.00
Munis Analytics & Reporting (SaaS)	7	$61,622.00	16	$20,400.00	$0.00
Tyler Content Manager Self-Service (SE)	7	$4,368.00	2	$2,550.00	$0.00
Tyler Content Manager SE	7	$34,612.00	8	$10,200.00	$0.00
Tyler Forms Processing	7	$11,540.00	0	$0.00	$0.00
Additional:					
Payroll Tax Table Updates	7	$1,000.00	0	$0.00	$0.00
TOTAL:		**$630,570.00**	**321**	**$409,275.00**	**$79,000.00**

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Payroll 2nd Database Conversion	$0.00	0	$0.00	$12,800.00	$12,800.00	$0.00
PO History Conversion 6 Years	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$18,800.00**	**$18,800.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	18	$7,500.00	$0.00	$135,000.00
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Change Management Consulting Solution	1	$75,000.00	$0.00	$75,000.00
P-Card Import Format W/Encumbrances	1	$15,000.00	$0.00	$15,000.00
Post live Implementation Days	25	$1,275.00	$0.00	$31,875.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Financial	1	$3,400.00	$0.00	$3,400.00
Tyler Forms Library - General Billing	1	$2,500.00	$0.00	$2,500.00
Tyler Forms Library - Payroll	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Personnel Action	1	$1,400.00	$0.00	$1,400.00
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	$3,600.00	$0.00	$3,600.00
Tyler PO Distribution - Level 4	1	$2,500.00	$0.00	$2,500.00
VPN Device	1	$4,000.00	$0.00	$4,000.00
TOTAL:				**$285,775.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA692)	1	$2,295.00	$0.00	$2,295.00	$0.00	$0.00	$0.00
BMI-ASSETRACK-ARS for MUNIS (Incl. Install Fee)	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	$2,975.00	$0.00	$2,975.00	$0.00	$0.00	$0.00
BMI CollectIT Barcode PrinterKit	1	$1,295.00	$0.00	$1,295.00	$0.00	$0.00	$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI TransTrak Additional Barcode Data Terminal (PA692)	1	$2,295.00	$0.00	$2,295.00	$0.00	$0.00	$0.00
BMI Transtrak Fixed Asset Receiving System	1	$3,345.00	$0.00	$3,345.00	$0.00	$0.00	$0.00
Cash Drawer	1	$230.00	$0.00	$230.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	1	$385.00	$0.00	$385.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	1	$25.00	$0.00	$25.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	1	$62.00	$0.00	$62.00	$0.00	$0.00	$0.00
Printer (TM-S9000)	1	$1,600.00	$0.00	$1,600.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$29,137.00*			*$0.00*
TOTAL:				**$29,137.00**			**$0.00**

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Licensing & Regulatory Suite (LRM)	$169.00	10	$20,280.00
EnerGov Permitting & Land Management Suite (PLM)	$160.00	80	$153,600.00
Extensions:			
EnerGov Adv Server Extensions Bundle	$725.00	Site License	$8,700.00
EnerGov Citizen Access Web Portal - Licensing & Reg Mgmt (LRM)	$625.00	1	$7,500.00
EnerGov Citizen Access Web Portal - Permitting & Land Mgmt (PLM)	$1,250.00	Site License	$15,000.00
EnerGov e-Reviews	$1,250.00	Site License	$15,000.00
EnerGov GIS	$1,583.00	Site License	$19,000.00
EnerGov IG Workforce Apps	$49.00	21	$12,348.00
EnerGov IVR API	$313.00	1	$3,750.00
EnerGov My GovPay	$0.00	Site License	$0.00
EnerGov Permitting & Land Management SDK	$271.00	Site License	$3,250.00

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
EnerGov VirtualPay	$0.00	1	$0.00
Tyler Content Manager Standard Edition	$783.00	Site License	$9,400.00
TOTAL:			**$267,828.00**

EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Certification Exam Admin(3 Courses, 6 participants each)	18	$300.00	$5,400.00	$0.00
EnerGov Certification Onsite Training(3 Courses)	64	$175.00	$11,200.00	$0.00
EnerGov Configuration Services	2388	$175.00	$417,900.00	$0.00
EnerGov Data Conversion Services	175	$250.00	$43,750.00	$0.00
EnerGov Fundamentals Training	64	$175.00	$11,200.00	$0.00
EnerGov Onsite Training & Production Support Services	192	$175.00	$33,600.00	$0.00
EnerGov Onsite Train-the-Trainer Services	32	$175.00	$5,600.00	$0.00
EnerGov Prerequisite Training Courses			$7,200.00	$0.00
EnerGov Project Management Services	768	$175.00	$134,400.00	$0.00
Report Development Consulting Services	32	$250.00	$8,000.00	$0.00
Tyler Change Management Service EnerGov	1	$15,000.00	$15,000.00	$0.00
Tyler Content Manager Services	40	$175.00	$7,000.00	$0.00
TOTAL:			**$700,250.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$898,398.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$1,493,100.00	$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	$29,137.00	$0.00
Summary Total	**$1,522,237.00**	**$898,398.00**
Contract Total (Excluding Estimated Travel Expenses)	**$7,811,023.00**	
Estimated Travel Expenses	**$248,616.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals	$3,000.00	$0.00	$3,000.00
Accounting - Budgets	$3,000.00	$0.00	$3,000.00
Accounting Standard COA	$3,500.00	$0.00	$3,500.00
Accounts Payable - Checks	$3,200.00	$0.00	$3,200.00
Accounts Payable - Invoice	$4,500.00	$0.00	$4,500.00
Accounts Payable Standard Master	$3,000.00	$0.00	$3,000.00
Capital Assets Std Master	$4,500.00	$0.00	$4,500.00
General Billing - Bills (2)	$5,500.00	$0.00	$11,000.00
General Billing - Recurring Invoices	$4,500.00	$0.00	$4,500.00
General Billing Std CID	$2,500.00	$0.00	$2,500.00
Inventory - Commodity Codes	$2,500.00	$0.00	$2,500.00
Inventory Std Master	$4,500.00	$0.00	$4,500.00
Payroll 2nd Database Conversion	$12,800.00	$0.00	$12,800.00
Payroll - Accrual Balances	$2,500.00	$0.00	$2,500.00
Payroll - Accumulators	$2,000.00	$0.00	$2,000.00
Payroll - Check History	$2,000.00	$0.00	$2,000.00
Payroll - Deductions	$2,800.00	$0.00	$2,800.00
Payroll - Earning/Deduction Hist	$3,500.00	$0.00	$3,500.00
Payroll - PM Action History	$2,000.00	$0.00	$2,000.00
Payroll - Position Control	$2,000.00	$0.00	$2,000.00
Payroll - Standard	$3,000.00	$0.00	$3,000.00
Payroll - State Retirement Tables	$2,000.00	$0.00	$2,000.00
PO History Conversion 6 Years	$6,000.00	$0.00	$6,000.00
Project Grant Accounting Standard	$3,500.00	$0.00	$3,500.00
Purchasing - Purchase Orders - Standard	$4,000.00	$0.00	$4,000.00
TOTAL:			**$97,800.00**

Optional SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Days	Impl. Cost	Data Conversion
Financial:					
Performance Based Budgeting	7	$37,076.00	26	$33,150.00	$0.00
Human Capital Management:					
Talent Management	7	$4,696.00	3	$3,825.00	$0.00
Revenue:					
Central Property File	7	$2,742.00	1	$1,275.00	$0.00
Maplink GIS Integration	7	$12,611.00	1	$1,275.00	$0.00
Productivity:					
Transparency Portal	7	$15,000.00	0	$0.00	$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	7	$2,940.00	2	$2,550.00	$0.00
Tyler Content Manager eCommerce (SE)	7	$2,940.00	2	$2,550.00	$0.00
Tyler Content Manager GIS Interface (SE)	7	$2,940.00	2	$2,550.00	$0.00
Additional:					
CAFR Statement Builder	7	$14,450.00	4	$5,100.00	$0.00
Tyler Incident Management	7	$19,270.00	10	$12,750.00	$0.00
	TOTAL:	**$114,665.00**	**51**	**$65,025.00**	**$0.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Capital Assets - History - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Contracts - G	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
Payroll - Certifications - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Payroll - Education - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll - Recruiting - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Project Grant Accounting - Actuals - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Project Grant Accounting - Budgets - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Work Order - Closed Work Order History No Cost Data - G	$0.00	0	$0.00	$7,500.00	$7,500.00	$0.00
Work Order - Work Order Asset - G	$0.00	0	$0.00	$5,000.00	$5,000.00	$0.00
Work Order - Work Order History With Cost Data - G	$0.00	0	$0.00	$7,500.00	$7,500.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$41,000.00**	**$41,000.00**	**$0.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
24 Month Performance Bond	1	$43,836.00	$0.00	$43,836.00
Dedicated Full Time Project Manager (Monthly)	1	$20,750.00	$0.00	$20,750.00
TOTAL:				**$64,586.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Capital Assets - History	$3,000.00	$0.00	$3,000.00
Contracts	$6,000.00	$0.00	$6,000.00
Payroll - Certifications	$2,000.00	$0.00	$2,000.00
Payroll - Education	$2,000.00	$0.00	$2,000.00
Payroll - Recruiting	$2,000.00	$0.00	$2,000.00
Project Grant Accounting - Actuals	$3,000.00	$0.00	$3,000.00
Project Grant Accounting - Budgets	$3,000.00	$0.00	$3,000.00
Work Order - Closed Work Order History No Cost Data	$7,500.00	$0.00	$7,500.00
Work Order - Work Order Asset	$5,000.00	$0.00	$5,000.00
Work Order - Work Order History With Cost Data	$7,500.00	$0.00	$7,500.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			**$41,000.00**

Optional EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Full Data Conversion Services	442	$250.00	$110,500.00	$0.00
TOTAL:			**$110,500.00**	**$0.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and

Comments

ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

The SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

EnerGov monthly fees are rounded, excluding cents.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

BMI CollectIT w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices w/ remote Install/training up to 4 hrs & (1) yr phone support, Subsequent support and upgrade plans are available directly through BMI Inccludes a Unitech PA 690 PDT Kit with WIN 6.5, 26 Key keypad, laser, 807 MHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT PDT Users License Includes: 1 yr Phone support/upgrades for CollectIT and 1 yr depot parts and Labor warranty on the PA 690 Portable Data Terminal.

AssetTrak PPC Software, PA690 Portable Data terminal, Integrated Laser Scanner, USB Com/Charging cable w/ps, PDT Users Licenses for TrakSync and AssetTrak PPC Includes: 1 year phone support & software upgrades, Subsequent support and upgrade plans are available directly through BMI. Up to 4 hrs of remote Install/training via GoToMeeting.

End user has unlimited access to courses prior to end user training. The end user prerequisite service allows end users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end users training hours/resources.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

ENERGOV notes below:

Comments

Project Scope for system configuration by Tyler will be limited to the following transaction/workflow types:
*25 Average Unique Business Transactions (24 Permitting, 1 Code)
*60 Template Transaction Types (35 Permitting, 15 Code, 10 Licensing)
*20 Geo-Rules
*20 Intelligent Objects & Intelligent Automation

Data Conversion services included will include the DCT-DB, requiring City staff to populate the template database for data conversion.

Proposal is prepared as a "not-to-exceed" (NTE) proposal.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS fees for year one are invoiced quarterly in advance, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The foregoing notwithstanding, Tyler shall provide the first three (3) months of Munis SaaS services following the Effective Date and the first six (6) months of EnerGov SaaS services following the Effective Date at no cost to the Client. Subsequent annual SaaS fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date. Your annual SaaS fees for the initial term are set forth in the Investment Summaries. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document and acceptance by the Client. For purposes of this paragraph, acceptance shall be as defined in the Statements of Work.

   2.2 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.3 *Implementation and Other Professional Services (including training)*: Tyler implementation services, by phase, are set forth in the lump sum amounts set forth below and shall be invoiced in accordance with the following milestones:

Munis:

Service Type	Days	Cost
Implementation Days	319	$406,725.00
Total		**$406,725.00**

Phase	Control Point	Description	Milestone Amount
1	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1)	$27,795.00

Phase	Control Point	Description	Milestone Amount
		• Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)	
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train	$41,692.50
1	1.3	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)	$48,641.25
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production	$55,590.00
1	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)	$34,743.75
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 1-9)	$41,692.50
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$27,795.00
2	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)	$6,630.00
2	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)	$13,260.00
2	2.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)	$16,575.00

Phase	Control Point	Description	Milestone Amount
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)	$16,575.00
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 2-9)	$6,630.00
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$6,630.00
3	3.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)	$6,247.50
3	3.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 3-4) • System design Document completed with initial to-be decisions (DED 3-5) • Static Environment Test plan accepted (DED 3-6)	$12,495.00
3	3.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 3-5)	$15,618.75
3	3.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 3-8)	$12,495.00
3	3.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing	$9,371.25
3	3.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$6,247.50
		Total	**$406,725.00**

EnerGov:

Deliverable / Payment	Deliverable Description	Milestone Payment
Stage 0 - Software Delivery		
Deliverable 0-1	Tyler software is made available to customer	
Deliverable 0-2	Pre-Req Online training made available	**$7,200.00**
Deliverable 0-3	Data Conversion Pre-Implementation Technical Support and Documentation	
Stage 1 - Project Initiation & Planning		
Deliverable 1-1	Performed Project Initiation and Project Management Tasks	**$35,000.00**
Stage 2 - Assess & Define and Fundamentals Training		
Deliverable 2a-1	Perform 64 hours of on-site Fundamentals Training	**$11,200.00**
Deliverable 2b-1	Assess & Define Business Transactions: Specification design for up to 25 unique in-scope EnerGov business transactions	**$37,000.00**
Deliverable 2b-2	Assess & Define Business Transactions: Specifications design for up to 60 template in-scope EnerGov Business Transactions	**$45,400.00**
Deliverable 2b-3	Assess & Define Geo-Rules: Specification design for up to 20 geo-rules in scope	**$8,400.00**
Deliverable 2b-4	Assess & Define Intelligent Objects and IAA's: Specification design for up to 20 IO/IAA in scope	**$8,400.00**
Deliverable 2b-5	Assess & Define Core Components: Specifications for core system configuration (rights, roles, security, contracts, etc.)	**$10,000.00**
Deliverable 2b-6	Project Management for Stage	**$26,250.00**
Stage 3 - System Configuration and Internal Test		
Deliverable 3a-1	Configure Business Transactions: configuration for up to 25 unique in-scope EnerGov business transactions	**$56,000.00**
Deliverable 3a-2	Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions	**$35,000.00**
Deliverable 3a-3	Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions	**$35,000.00**
Deliverable 3a-4	Configure Geo-Rules: configuration for up to 20 in-scope geo-rules	**$8,400.00**
Deliverable 3a-5	Configure Intelligent Objects and IAA's: configuration for up to 20 IO/IAA in scope	**$16,800.00**
Deliverable 3a-6	Configure Core Components: configuration for core system configuration (rights, roles, security, contracts, etc.)	**$12,600.00**
Deliverable 3a-7	Configure EnerGov to Integrate with TCM	**$7,000.00**
Deliverable 3a-8	Provide 64 hours of on-site certification training for up to 10 users	**$11,200.00**
Deliverable 3a-9	Provide Certification exams for up to 6 users	**$5,400.00**
Deliverable 3b-1	Internal test of EnerGov configuration: Internal review and test of in-scope EnerGov Business Transactions and core system configuration	**$44,100.00**
Deliverable 3b-2	Project Management for Stage	**$17,500.00**

Stage 4- System Build - Build Specifications and Build and Train -The Trainer		
Deliverable 4-1	Develop data conversion specifications & mapping: HTE Data Source & Desert Elements Data source & 4 MS Access Data Sources (Archeology, Historic Districts Review Board Case Files, Administrative Approvals, Historic Violations) (6 sources)	**$25,000.00**
Deliverable 4-2	Develop data conversion utilities: HTE Data Source & Desert Elements Data source & 4 MS Access Data Sources (Archeology, Historic Districts Review Board Case Files, Administrative Approvals, Historic Violations) (6 sources)	**$18,750.00**
Deliverable 4-3	Provide 32 hours of on-site Train-the-Trainer Training	**$5,600.00**
Deliverable 4-4	Project Management for Stage	**$17,500.00**
Stage 5 - Acceptance Validation, Testing, and UAT Training		
Deliverable 5a	System Acceptance Planning	**$3,500.00**
Deliverable 5b	Provide 32 hours of on-site User Acceptance Training	**$5,600.00**
Deliverable 5c-1	System Verification and System Acceptance resolution: resolve configuration issues of the 25 unique EnerGov business transactions in scope	**$35,000.00**
Deliverable 5c-2	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope	**$20,000.00**
Deliverable 5c-3	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Templateunique EnerGov business transactions in scope	**$20,000.00**
Deliverable 5c-4	System Verification and System Acceptance resolution: resolve configuration issues of the 20 geo-rules in scope	**$4,200.00**
Deliverable 5c-5	System Verification and System Acceptance resolution: resolve configuration issues of the 20 IO/IAA in scope	**$4,200.00**
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	**$29,900.00**
Deliverable 5e	Project Management for Stage	**$14,000.00**
Stage 6 - User Training		
Deliverable 6-1	96 hours of on-site End user training performed	**$16,800.00**
Deliverable 6-2	Project Management for Stage	**$10,500.00**
Stage 7 - Production & Production Support		
Deliverable 7-1	Provide 96 hours of Onsite production support	**$11,200.00**
Deliverable 7-2	Project Management for Stage	**$10,150.00**
	Total	**$689,750.00**

2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of

the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module.

2.5 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. For the avoidance of doubt, the parties acknowledge that Tyler shall only invoice the Client for the conversion services actually provided by Tyler.

2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service and acceptance by the Client. For purposes of this paragraph, acceptance shall be as defined in the Statements of Work.. For the avoidance of doubt, where "Project Planning Services" are provided, and are not accounted for in the payment milestones in paragraph 2.3 above, payment will be due upon delivery of the Implementation Planning document. The foregoing notwithstanding, the following services will be invoiced as follows:

- AP Positive Pay Export Format: invoiced as incurred, if new format is required.
- AP/PR Check Recon Import: invoiced as incurred, if new format is required.
- PR Positive Pay Export Format: invoiced as incurred, if new format is required.
- Install Fee: Invoiced upon installation completion.
- 25% Dedicated Project Manager: Invoiced monthly in arrears, triggered on the next full month after the first planning meeting.
- Tyler Forms Processing Configuration: Invoiced upon sign-off on Installation of the Tyler Forms Server.
- Tyler Forms Libraries: Invoiced upon Client sign-off to load the respective forms library in the Live environment.

2.8 *Change Management Services*: Change Management Services for Munis and EnerGov, to be provided as set forth in the Munis SOW, will be invoiced in the following amounts and upon the following milestones:

Milestone ID	Milestone	Amount
CM1.1	Acceptance of Change Management Discovery Analysis	15%
CM1.2	Delivery of Change Management Plan and Strategy Presentation	10%
CM1.3	Acceptance of Executive Playbook	15%
CM1.4	Acceptance of Resistance Management Plan	15%
CM1.5	Acceptance of Procedural Change Communications Plan	10%

CM1.6	Change Management Coach Training	20%
CM1.7	Change Management After-Action Review	15%
	Total	$90,000.00

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery. The parties acknowledge that the invoice dispute process in Section E (2) of the Agreement shall apply in the event that the Third Party Hardware does not meet the warranties set forth in the Agreement.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Tyler agrees that its personnel shall not invoice the Client for fees for implementation or other professional services while in transit to the Client's site; only those expenses set forth in our then-current Business Travel Policy shall be permitted. Copies of receipts will be provided to Client; provided, however, that receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable up to a maximum of $60 per trip. No public transportation expenses are reimbursable if a rental car is in use for the trip. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates. Additionally, Tyler's TMC will use reasonable efforts to confer with the City of Santa Fe and utilize any discounts and/or special room rates available to the City.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 7% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	5% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	7% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

We provide the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using

the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
DocOrigin End User License Agreement

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

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7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue**. This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

Exhibit D
Schedule 2
MYGOVPAY/VIRTUAL PAY

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies *(Powered by Persolvent),* designed for Citizen Users to use for processing online payments. That access will be provided on the following terms and conditions, except as otherwise provided in the Merchant Application and Merchant Processing Agreement attached at Schedule 1 to this Exhibit.

(a) Special MyGovPay/VirtualPay Definitions.
"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.
"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.
"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.
"Persolvent" means a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.
"Use Fees" means the fees listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay* .
"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

(1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
(2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
(3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
(4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
(5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
(6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth in Schedule 1 to this Exhibit E

shall apply if Customer elects to use MyGovPay/Virtual Pay.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

Exhibit E
Statements of Work

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Exhibit E
Schedule 1
Munis Statement of Work

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Tyler Technologies – City of Santa Fe, NM

MUNIS - Statement of Work

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Section A: Executive Summary

A.1 Project Overview

The City of Santa Fe intends to replace its current software system environment that supports various business processes with an Enterprise Resource Planning (ERP) Software System through this project. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- There are limited automated workflow processes and approvals implemented at the City
- There is a reliance on manual and paper-based processes, including tracking and calculating information external to key applications
- There is a lack of comprehensive accounts receivable and cash receipts functionality
- Several business processes rely on disparate systems and manual processes including those for human resources, payroll, and project tracking, among others
- Opportunities for increasing transparency into City fiscal and land use information through the City website exist

The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The City is currently using JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control. The City implemented EnterpriseOne with core financial functionality initially, and later engaged in a project to convert Human Resources and Payroll data from the legacy Infinium system to EnterpriseOne. Much data resides in the legacy Infinium application and was not converted, resulting in City staff relying on Infinium as a source of data on a regular basis.

The City is also currently using SunGard HTE system modules to manage functions including Planning, Permitting, Inspections, Land Management, and Code Enforcement. The City is using an in-house developed Constituent Relationship Management (CRM) system to support some aspects of Code Enforcement. The SunGard HTE system will be replaced through a project phase for Tyler EnerGov that will run concurrent with the Munis implementation.

The City retained Berry Dunn McNeil & Parker (BerryDunn) to provide consulting services to conduct a comprehensive evaluation of the various applications in use throughout the City against business needs and best practices in municipal agencies. The focus being to identify, define, evaluate, and plan for the replacement of the existing system software as well as for applications that support related business processes.

In September 2015, BerryDunn facilitated a project kickoff with the City Project Team and department users. BerryDunn then facilitated on-site fact-finding meetings with department users of the existing systems. The purpose of these meetings was to follow up on information previously provided, document high-level functional requirements necessary to meet the City's needs, understand the current business processes associated with the City's existing systems, and identify challenges in the current environment.

The focus of the project initially included core financial, human resources, and payroll functionality. During the fact-finding meetings the City recognized an opportunity to include land use and community development functions in the scope of the work. In October 2015 BerryDunn facilitated a similar fact-

finding process to include community development staff and systems in the scope of assessment activities. This fact-finding process for community development included a web survey, a project kickoff meeting, fact-finding meetings with department users of the HTE system, and an outreach meeting with members of the development community. Immediately following the on-site work sessions, BerryDunn coordinated follow-up fact-finding activities in developing an ERP Strategy Report.

From December 2015 through January 2016, the City and BerryDunn worked together to develop a request for proposal (RFP) document for an ERP system. As part of RFP development, BerryDunn facilitated joint requirement planning work sessions with City staff to develop a list of functional and technical requirements for a new ERP system. The finalized list of functional and technical requirements were included as an attachment for vendors to respond to in the RFP package.

In January 2016, the City issued RFP #16-22-P for an ERP system and received proposals in March 2016. From March 2016 through June 2016, the City evaluated the proposals using the criteria described in the RFP, identified a short list of vendors and conducted reference checks, and identified vendors to participate in onsite product demonstrations. Following demonstrations, the City entered into contract negotiations with Tyler Technologies to provide the solutions and services described in this Statement of Work and the associated Agreement.

A.2 Project Criteria for Success

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for City staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the City. City personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization.

- **Dedicated Project Participant Participation** – Tyler understands that City staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports. Similarly, the City understands that Tyler resources are involved in other client engagements that may compete with the amount of time that can be dedicated to the City's implementation. However, it is critical that Tyler acknowledges that its staff must be actively involved and responsive in a timely manner throughout the entire duration of the project. The City will communicate insufficient participation of Tyler staff to Tyler immediately, and during Project Calls as needed.

- **Managing Project Scope** - To implement the project on time and within budget, the City must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project planning activities described in this Statement of Work. The City shall not be charged for any services outside of the scope of work identified in this Statement of Work or the Agreement without prior written approval from City's Project Manager and Executive Team, and as further defined in the Agreement. Change Orders for additional items outside the scope must be submitted in advance and signed by City's Project Manager and Executive Team before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

- **A Focus on Business Process Analysis and Redesign** – In order to maximize the benefit the City can expect to receive through the adoption of the system, the City must be prepared to consider available opportunities to redesign and analyze existing processes in order to maximize the efficiencies provided by the software. It is critical that Tyler, through the implementation process, identify and recommend opportunities for business process redesign based on best practices and functionality available within the scope of the project. Tyler must also be prepared to weigh in on City decision making processes to inform the City of outcomes related to configuration decisions, and any possible complications or efficiencies that might be made available.

A.3 Project Scope

The Munis project scope is comprised of the following modules, data conversions, interfaces, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the scope.

Client and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and Client will work together during project planning to mutually identify tasks for remote delivery, as well as any schedule changes or additions that may be conducted remotely.

A.3.1 Module Scope

The scope of modules included in this ERP project includes the following Tyler and Third party software products.

A.3.2 Project Phases

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases. Each phase will include all requirements as indicated in Exhibit F- Functional Requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Core Financials**	• Accounting General Ledger • Cash Management • Project & Grant Accounting • Budgeting • Purchasing • eProcurement • Bid Management • Contract Management • Accounts Payable • Accounts Receivable • General Billing • Tyler Cashiering • Capital Assets	July 2017	July 2018 or as defined in the Project Plan

		• BMI Asset Track Interface		
	System Wide	• Tyler Forms Processing • Tyler Content Manager SE • Munis Analytics & Reporting o Munis Office o Tyler Reporting Services o Role Tailored Dashboard		
2	**Core Human Resources / Payroll**	• Payroll w/Employee Self Service • HR & Talent Management • Recruiting • Risk Management • Employee Expense Reimbursement • Payroll Tax Table Updates	January 2018 or as defined in the Project Plan	January 2019 or as defined in the Project Plan
3	**Work Orders/ Asset Management**	• Work Orders, Fleet & Facilities Management • Inventory • BMI CollectIT Interface • Standard Fuel Interface • Citizen Self Service	October 2018 or as defined in the Project Plan	April 2019 or as defined in the Project Plan

A.4 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire Client including process considerations for all departments, including the Buckman Direct Diversion and Santa Fe Solid Waste Management Association.

A.5 Data Conversion Scope

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section E.8.7 will be considered out of scope.

Conversion ID	Description
Accounting Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
Accounting Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
Accounts Payable Opt 1 Checks	Check History
Accounts Payable Opt 2 - Invoice	Invoice History

Accounts Payable Standard Master	Vendor Master
Detailed GL History 10 year	General ledger – detailed history up to 10 years
Capital Assets Std Master	Fixed Assets Master
General Billing Opt 1 - Recurring Invoices	General Billing - Recurring bill templates
General Billing Opt 2 - Bills	General Bills
General Billing Std CID	Customer File
Inventory Opt 1 - Commodity Codes	Commodity Codes
Inventory Std Master	Inventory Item Master
Payroll - Deductions	Employee Deductions
Payroll - Accrual Balances	Employee Accrual Balances
Payroll - Accumulators	YTD, QTD, MTD Accumulators
Payroll - Check History	Payroll Check History
Payroll - Earning/Deduction Hist	Payroll Earnings and Deductions History
Payroll - PM Action History	Personnel Actions History
Payroll - Position Control	Payroll Position Control and History
Payroll - State Retirement Tables	Employee retirement
Payroll - Standard	Payroll Employee Master
Payroll – 2nd Database Conversion	Additional Payroll Employee Master
PO History Conversion – 6 years	Historical Purchase Orders up to 6 years
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Purchase Orders - Standard	Open purchase orders with encumbrances

A.6 Import and Export Scope

The standard file layouts and methods will be used for each interface listed in Exhibit F. For each standard interface, Tyler encourages that Client has an active support agreement with the third party system and for Client to be on a current version actively supported by the manufacturer/developer of the product installed. Client understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

A.7 Reports

All in scope standard reports (those designated with a "S" or "Standard Report" response in the functional requirements – Exhibit F) are going to be met with the delivered report out of Munis. Any changes or customizations of these standard delivered reports requested by Client may result in a change order and additional cost.

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. Client will also have available a Report Library of over 200 reports via the Munis Support Website.

Tyler Reporting Services (TRS) utilizes an SQL report writing tool called Business Intelligence for Visual Studio 2013 (SSDT-BI) to extract data from the Munis system and create custom reports. Once trained, Client will have the ability to create its own custom reports and modify any report from the TRS Report Library. Tyler Reporting Services Training typically occurs 4 – 6 week after the phase 1 go-live, with a one-time 3 day onsite training session.

A.8 Workflows

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with Client resources to help identify, configure, and train on included workflow processes including preparation of the System Design Document – DED 5

A.9 Development Services

No Development Services have been identified at the time of this Statement of Work. If Development Services are necessary, an enhancement request must be submitted to Tyler Development and a quote will be provided.

A.10 Deliverables

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for Client review and follow the Deliverable acceptance procedures defined in Section C.11. The content of each Deliverable is described in Appendix 1: Deliverable Expectation Document.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8
Lessons Learned Document	1	1-9
Phase 2		
Project Plan	2	2-2
User Manual	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6

Deliverable	Phase	Deliverable Number
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9
Phase 3		
Project Plan	3	3-2
User Manual	3	3-3
Data Conversion Plan	3	3-4
System Design Document	3	3-5
SET Test Plan	3	3-6
Modification Specifications	3	3-7
Pre-Live Checklist	3	3-8
Lessons Learned Document	3	3-9

A.11 Tyler Forms

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required to meet any of Client's functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.
- Work Order/Pick Ticket Library includes: 4 (Total) Designs of Any Combination – Work Order and/or Pick Tickets

Section B: Project Governance

B.1 Client Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of Client and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

B.2 Client Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	Client Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
Client Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	Client Project Manager
Acceptance of Control Points / Deliverables	Client Project Manager
Configuration Decisions	Client Project Team

B.3 Executive Project Sponsors:

The Client Executive Project Sponsors provide support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization; and when called upon acting as the final authorities on all project decisions. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for Client.

Resource	Title
Brian Snyder	City Manager
Renée Martínez	Deputy City Manager
Irene Luettgen	ITT Department Director
Adam Johnson	Finance Director
Lynette Trujillo	Human Resource Director

B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all

project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department managers in Client. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

Resource	Title
Brian Snyder	City Manager
Renée Martínez	Deputy City Manager
Irene Luettgen	ITT Department Director
Bogi Malecki	ITT Enterprise Application Services Manager
Adam Johnson	Finance Director
Lynette Trujillo	Human Resource Director
Nick Schiavo (Acting)	Public Works Director
Patrick Gallagher	Chief of Police

B.5 Project Manager:

Client's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of Client's change management communications and coaching.

Resource	Title
Berry Dunn assigned PM	City Project Manager

B.6 Project Team:

The Project Team will consist of the Project Management Team and the Functional Leads. The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Client tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of Client consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

Client's project team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in Client.

The assigned Project Management Team will assist the Client Project Manager with daily coordination of project tasks and will be given a fair amount of autonomy to work with the Client Project Manager and make day to day decisions related to project tasks. The team will assist in the review of project deliverables, identify key external stakeholders, circulate project deliverables for City review and collect feedback, participate in recurring project management team status meetings, participate in recurring vendor status meetings, assist to identify and make recommendations on opportunities for business process and organization change decisions and assist with identifying and making recommendation on

retaining third party point solution applications. The team will make recommendation to the Steering Committee in matters of changes to scope, schedule and budget.

Resource	Function
Faustino Contreras	Project Management Team - IT
Marie Lee	Project Management Team - Finance
Melinda Jagles Moquino	Project Management Team - HR

B.7 Subject Matter Experts (SMEs)

Subject Matter Experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the project.

SMEs will be Client's primary interface to all other users of the system throughout Client (the End Users). Client's End Users will ultimately be the users of the system in all areas through Client. SME proactive adoption of the system is vital to Client realizing success in this project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

Resource	Title
Adam Johnson to assign	Accounting General Ledger
Adam Johnson to assign	Cash Management
Adam Johnson to assign	Project & Grant Accounting
Adam Johnson to assign	Budgeting
Adam Johnson to assign	Requisitions
Adam Johnson to assign	Purchase Orders
Adam Johnson to assign	eProcurement
Adam Johnson to assign	Bid Management
Adam Johnson to assign	Contract Management
Adam Johnson to assign	Accounts Payable
Adam Johnson to assign	Accounts Receivable
Adam Johnson to assign	General Billing
Adam Johnson to assign	Tyler Cashiering
Adam Johnson to assign	Fixed Assets
Adam Johnson to assign	BMI Asset Track Interface
Adam Johnson to assign	Payroll w/Employee Self Service
Lynette Trujillo to assign	HR Management
Lynette Trujillo to assign	Applicant Tracking
Adam Johnson to assign	BMI Asset Track Interface
Adam Johnson to assign	Risk Management
Adam Johnson to assign	Employee Expense Reimbursement
Adam Johnson to assign	Work Orders, Fleet Management
Ike Pino to assign	Work Orders, Facilities Management
Adam Johnson to assign	Inventory
	BMI CollectIT Interface
Adam Johnson to assign	Standard Fuel Interface

Sevastian Gurule	Citizen Self Service

B.8 Technical Team:

Client's Technical Team may be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for Client. It is expected that the Technical team will be responsible for system administration post go-live.

Client's technical team will be responsible for all technical aspects of the project.

Resource	Title
Felix Herrera	IT Applications Software Specialist
Tom Diaz	IT Applications Software Specialist
Debi Croney	IT Business Liaison
Aaron Star	IT Infrastructure Services

B.9 Upgrade Coordinator

The Client Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and Client resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade plan, based on the release lifecycle policy and the Client upgrade needs

Resource	Title
Felix Herrera	IT Applications Software Specialist
Tom Diaz	IT Applications Software Specialist

B.10 Client Tyler University Manager

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Client Tyler University Manager is responsible for the following roles:

- Work with the Tyler Project Manager(s) to map out standard curricula for users
- Communicate registration and enrollment requirements to Client users

- Monitor the progress of user's prerequisite courses
- Act as a Tyler University resource for users
- Work with Tyler Project Manager to import users

Resource	Title
Debi Croney	IT Business Liaison

B.11 Tyler Roles and Responsibilities

B.12 Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided. Tyler Executive Oversight

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

B.13 Tyler Regional Manager

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Tyler Regional Manager is responsible for:

Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the Client project does not negatively impact the Client timeline.

- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with Client's Executive Sponsors, Client's Steering Committee, and/or Client's Project Manager

Resource	Title	Key Personnel

B.14 Tyler Project Manager

Tyler will assign one person the role of "Tyler Project Manager" and that individual will be responsible for the following.

- Serve as primary point of contact for Munis software items

- Coordination of all Tyler resources across all Munis modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the Client project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and communicate any Client risks that may negatively impact the project.

Resource	Title	Key Personnel

B.15 Tyler Implementation Consultants

Tyler's Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise Client on the most appropriate way of configuring Munis and overall achievement of the Client project scope and goals. Tyler Implementation Consultants are responsible for:

- Deliver System Administration Training
- Conduct Knowledge Transfer Analysis
- Perform system design and set up table analysis
- Participate or conduct Static Environment Testing
- Assist with Tyler Forms design
- Assist with data conversion analysis
- Train the client in data conversion validation process
- Assist in testing and parallel process
- Conduct Core User training
- Deliver pre-live services
- Provide go live assistance
- Provide post live reconciliation and reporting training

Resource	Title	Key Personnel

B.16 Tyler Developers

The Tyler Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Tyler system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

B.17 Tyler Implementation Programmers

The Tyler Implementation Programmers are offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Client with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

B.18 Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of client's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with Client team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

B.19 Tyler Support Account Manager

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

- Providing post-implementation client management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting Client plan release upgrades

B.20 Tyler Technical Support Specialist

Tyler Support Specialists are offsite resources responsible for:

- Managing incoming customer issues via phone, email and online customer incident portal
- Documenting and prioritizing issues in Tyler's Customer Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to Tyler Development
- Communicating with customers on the status and resolution of reported issues

Section C: Project Management

This section outlines key project management tasks that are to occur throughout the project.

C.1 Project Plan Development and Management

Tyler will create the project plan for phase one within (thirty) 30 calendar days from the first project planning call, which is to occur after the contract signing and will help Tyler get the information necessary to complete the project plan. Project plans for phase 2 and 3 shall be completed at least sixty (60) calendar days prior to the start of any Phase 2 or 3 activities Once the project plan is approved by Client, Tyler's project manager will edit and update as necessary as part of regularly scheduled project management meetings with Client's project manager(s).

All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review project plan for compliance with SOW and Project Scope	• Review project plan for compliance with SOW
Project Manager	• Work with Tyler project manager to develop project plan	• Take lead in developing project plan
Project Team / Implementation Consultant	• Review project plan	• Review and become familiar with full project plan
Subject Matter Expert / Other	• Identify applicable meetings/deadlines on project plan and plan accordingly	• Identify applicable meetings/deadlines on project plan and plan accordingly

C.1.1 Requirements/Notes

The Project Plan will contain:

- Project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
- Control Points and Deliverables
- Client Review Periods for Control Points and Deliverables
- Project Acceptance of Implementation Control Points
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions
- The project plan will be consistent with the SOW

- All homework and other activities required of either the Client Project Team or Tyler consultants will be included on the project plan.

C.2 Project Status Reports

Tyler will prepare project status reports every month throughout the project. Project reports are intended for the Client Executive Sponsor, Client Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of Control Points and Deliverables
- Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.
- Budget Reconciliation

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and Client on a weekly basis, or more often if deemed necessary by either the Tyler Project Manager or Client Project Managers.

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review status reports	• Review status reports
Project Manager	• Provide any necessary updates for status reports • Participate in weekly status meetings • Review status reports	• Prepare status reports • Post status report to project SharePoint • Facilitate weekly status meeting
Project Team / Implementation Consultant	• Review status reports • Participate in weekly status meeting if necessary	• Participate in weekly status meeting if necessary
Subject Matter Expert / Other		

C.2.1 Requirements/Notes

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

Client will cooperate and provide information for inclusion on the status report.

Tyler will submit one status report that identifies issues related to the entire project. In the event that Tyler has multiple resources working on the project at one time, the Tyler project manager will coordinate issues and submit one status report.

The Status report will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

C.3 SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any Client project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

	Client Role	Tyler Role
Steering Committee	• Review SharePoint site as necessary	• Review SharePoint site as necessary
Project Manager	• Manage Client information on SharePoint Site	• Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	• Utilize SharePoint site for project documents (both posting and downloading)	• Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	• Review SharePoint as necessary	• Post trip reports and other documents as necessary.

C.3.1 Requirements/Notes

As part of the Project Kick Off, The Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The Client and Tyler will mutually agree upon SharePoint use for the project.

Tyler performs a daily routine backup for all Client SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

C.4 Agendas

Tyler's project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Session Objectives
- Required Attendees
- Prerequisites (eLearning and documents)
- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	Client Role	Tyler Role
Steering Committee	• None	None
Project Manager	• Review Agenda • Distribute to Meeting Participants	• Develop agendas • Post agendas to SharePoint

Project Team / Implementation Consultant	• Review Agendas prior to meeting	• Review agendas prior to meeting
Subject Matter Expert / Other	• Review agendas prior to meeting	• Review agendas prior to meeting

C.4.1 Requirements/Notes

- Upon submission of the agenda, Client shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

C.5 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the Client Executive Steering Committee. It is expected that the Executive Steering Committee will meet on a regular basis and Client project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Tyler's Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	• Participate in meetings at least once per every 2 weeks	• Participate in Steering Committees as necessary
Project Manager	• Develop agenda for steering committee meeting	• Participate in Steering Committees as necessary
Project Team / Implementation Consultant	• None	• None
Subject Matter Expert / Other	• None	• None

C.5.1 Requirements/Notes

In the event that there are project issues that require Tyler's on-site participation, Client will not be required to reimburse the costs of travel for Tyler's Project Manager, Regional Project Manager, or Tyler Executive Sponsor's on-site participation Client may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.6 Site Reports

Each Tyler resource that is on-site for project activities with Client will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Review site reports	• Review site reports

Project Team / Implementation Consultant	• Review site reports	• Complete site reports
Subject Matter Expert / Other	• Review site reports	• Complete site reports

C.6.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for Client review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Completion of site reports will be part of acceptance criteria for each phase.

C.7 Issues Log and Issue Tracking

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues, risks, and key project decisions both Tyler and Client team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

Client and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. Client and Tyler Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, Client and Tyler Project Managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager	• Serve as point of escalation of issues	• Serve as point of escalation of issues
Project Manager	• Document and review issues	• Document and review issues

Project Team / Implementation Consultant	• Document issues	• Document issues
Subject Matter Expert / Other	• Report issues to Project Manager or Project Team Lead	• Report issues to Project Manager

C.7.1 Requirements/Notes

- At any time during the project, if Client is not satisfied with the level of response from the Tyler Project Managers or Tyler Regional Manager, or if the Tyler Project Manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, Client will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

C.8 Risk Management

Client and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	Client Role	Tyler Role
Steering Committee	• Address any issues escalated to the Steering Committee level	• Address any issues escalated to the Steering Committee level
Project Manager	• Monitor risks and communicate any identified risks to the Tyler project manager and Steering Committee	• Monitor risks and work with Client project manager to develop risk mitigation plans
Project Team / Implementation Consultant	• Communicate any risks to the Client project manager	• Communicate any risks to the Tyler project manager
Subject Matter Expert / Other	• Communicate any risks to the Client project manager	• Communicate any risks to the Tyler project manager

C.8.1 Requirements/Notes

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Tyler Risk Plan. All risks will be actively monitored by both Tyler and Client
- Tyler will have responsibility for maintaining the project risk plan.

C.9 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the Client's policies and must provide adequate time for consideration. Client acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement.

C.9.1 Implementation Services Change Process

If Client requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, Client's Project Manager shall deliver to the Tyler's Project Managers an implementation services scope

change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide Client with a written scope change proposal containing the following:

- Detailed description of resources (both Tyler and Client) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on cost and schedule
- Impact on project goals and objectives
- Price

C.9.2 Product Enhancement/Change Process

If the Client requires the modification of the products in scope, including any interface not in scope, the Client's Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.
Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify Client in writing; otherwise Tyler shall provide Client with a written development scope change proposal containing the following:

    - Specification
    - Schedule for completion
    - Minimum version requirements
    - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
    - Impact on current cost and schedule
    - Impact on project goals and objectives
    - Response Due Date
    - Total cost

    All Request for Development will be coordinated and/or approved first by Client Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to Client Executive Team for review at the next Executive Team meeting.

By the Response Due Date Client shall notify Tyler in writing if Client elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler's receipt of a signed contract amendment. If, by the Response Due, Client gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

	Client Role	Tyler Role
Steering Committee	• Review and approve change proposals	• None
Project Manager	• Communicate requested changes to Tyler	• Coordinate change process • Communicate requested changes to Client
Project Team / Implementation Consultant	• Communicate issues, risks, and other potential change items to Client project manager	• Communicate issues, risks, and other potential change items to Tyler project manager
Subject Matter Expert / Other	• Communicate issues, risks, and other potential change items to Client project manager	• Communicate issues, risks, and other potential change items to Tyler project manager

C.9.3 Requirements/Notes

- Client acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from Client Project Managers' receipt of such scope change proposal, Client shall notify Tyler in writing if Client elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by Client Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project Control Points, including costs will also elevated to Client Executive Steering Committee for review

C.10 Implementation Control Point and Deliverables:

When complete, all Deliverables and Control Points require acceptance from the Client project manager. Upon completion, the Tyler project manager shall notify the Client project manager and provide any necessary documents for review.

	Client Role	Tyler Role
Steering Committee	• Review any issues escalated from the Client or Tyler project manager	• Review any issues escalated from the Client or Tyler project manager
Project Manager	• Review and accept/reject • Provide feedback on rejections • Review control point and upon completion grant sign off	• Coordinate acceptance process • Review control point and upon completion grant sign off

Project Team / Implementation Consultant	• Review control point	• Review control point
Subject Matter Expert / Other	• Review control point	• Review control point

C.10.1 Implementation Control Point and Deliverable Acceptance Process

The following process will be followed for accepting Deliverables and Control Points:

1. Tyler shall submit each Control Point or Deliverable to Client for review. Upon completion each Control Point or Deliverable, Tyler shall present an acceptance form.

2. If Client does not agree that the particular Deliverable or Control Point has been met, Client shall notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.

3. Tyler shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. Client shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If you do not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.

4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the Client.

5. Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process.

C.10.2 Requirements/Notes

- All review and acceptance periods will be identified on the project plan.
- The Client project manager will have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.

C.11 Other Project Management Resources

C.11.1 Tyler University

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to Client staff upon installation of Tyler's ERP system.

	Client Role	Tyler Role
Project Manager / Tyler University Manager	• Assist with creation of Tyler University user accounts • Ensure users are following curriculums	• Assist with creation of Tyler University user accounts • Provide user progress reports

	Client Role	Tyler Role
	• Monitor and communicate user progress to City management staff	
Project Team / Implementation Consultant	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• Communicate and identify prerequisite content on agendas and site reports.
Subject Matter Expert / Other	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• N/A

C.11.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Knowledge base will be available to Client staff at the time of contract signing.

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Utilize Knowledge Base	• Provide reference to knowledge base documents
Project Team / Implementation Consultant	• Utilize Knowledge Base	• Provide reference to knowledge base documents
Subject Matter Expert / Other	• Utilize Knowledge Base	• Provide reference to knowledge base documents

C.11.3 Requirements/Notes

- Tyler will ensure that all referenced knowledge base documents are current and applicable for Client's project.
- References to documents on the knowledge base will be specific and direct Client to specific documents.
- Tyler will provide guidance and demonstrate to Client project team members how to use the knowledge base to find necessary information.

Section D: Technology Architecture

D.1 Hardware Requirements

Appendix 2: Hardware Requirements outlines the recommended system requirements for servers and client workstations supporting and accessing the Tyler ERP system.

D.2 Environments

As part of the project, Tyler will assist Client in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Training 2 for PR/HR phase
- Production/Live
- Implementation

D.3 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of Client to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within calendar 60 days after the effective date of the Agreement. Failure to have necessary hardware within 60 calendar days may result in delay in installing the Tyler software on Client's hardware and may require changes to the implementation schedule.

Section E: Implementation

E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in Client's implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and Client) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.11.

E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and Client have identified the following control points that must be formally accepted prior to moving on in the project. Control points are as follows:

Phase	Control Point	Description
1	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1) • Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train
1	1.3	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production
1	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production

		• Authorization to begin live processing
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Lessons Learned (DED 1-9) • Support transition call complete
2	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)
2	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)
2	2.3	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Lessons Learned (DED 2-9) • Support transition call complete
3	3.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)
3	3.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 3-4) • System design Document completed with initial to-be decisions (DED 3-5) • Static Environment Test plan accepted (DED 3-6)
3	3.3	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 3-5)
3	3.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes

		• Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 3-8)
3	3.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
3	3.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete

* Note: Client may authorize Tyler to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

E.3 Project Initiation

During this step, Tyler and Client will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing. During the kick off, Tyler's project manager will meet Client's project team and discuss project expectations and policies.

E.3.1 Task – Project Kick Off

	Client Role	Tyler Role
Steering Committee	• Participate in kick off meeting	
Project Manager	• Review SOW • Coordinate kick off meeting	• Review SOW • Coordinate kick off meeting
Project Team / Implementation Consultant	• Review SOW • Participate in kick off meeting	• Review SOW
Subject Matter Expert / Other	• Participate in kick off meeting	

E.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable Client policies.
- The kick off meeting presentation will be a collaborative effort between Client and Tyler
- Tyler will lead development of the kick off presentation (Client to provide input) and the kick off presentation will be developed specific to the Client project (not a generic kick off PowerPoint template).
- Kick Off meetings will occur prior to the beginning of each phase.

E.3.3 Outcomes/Deliverables

- Deliverables: None
- Project Outcomes:
  - Introduction of all key Client project team members
  - All project team members understand project and contract requirements
  - Client project team members understand Tyler implementation approach

E.4 Project Planning

Client and Tyler will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) will be developed to cover all phases. As part of the implementation management plan tasks Tyler will provide change management training. The project plan, as defined in Section C.1 will occur in phases

E.4.1 Develop Implementation Management Plans

	Client Role	Tyler Role
Steering Committee	• See DED 1	• See DED 1
Project Manager	• See DED 1	• See DED 1
Project Team / Implementation Consultant	• See DED 1	• See DED 1
Subject Matter Expert / Other	• See DED 1	• See DED 1

E.4.2 Develop Project Plan

	Client Role	Tyler Role
Steering Committee	• See Section C.1	• See Section C.1
Project Manager	• See Section C.1	• See Section C.1
Project Team / Implementation Consultant	• See Section C.1	• See Section C.1
Subject Matter Expert / Other	• See Section C.1	• See Section C.1

E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Tyler project manager and Client project manager will review plans and make any necessary changes, as applicable.

E.4.4 Outcomes/Deliverables

- Deliverables:
  - Deliverable 1: Implementation Management Plans (DED 1)
  - Deliverable 2: Project Plan/Schedule (DED 2)
  - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)

- Project Outcomes:
  - Project Plan Complete
  - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
  - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.

- Control Point(s):
  - Phase Schedule Accepted

E.5 Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

E.5.1 Chart of Accounts (CoA) design

	Client Role	Tyler Role
Steering Committee		• None
Project Manager	• Coordinate COA Spreadsheet Build	• Coordinate COA sessions
Project Team / Implementation Consultant	• Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly •	• Discuss CoA options • Facilitate discussions on CoA Best practices • Demonstrate CoA options in Munis • Train Client on preparing CoA Spreadsheet • Review and validate CoA spreadsheet
Subject Matter Expert / Other		• SaaS to load converted CoA into Munis

E.5.2 Software installation

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Coordinate software installation activities	• Coordinate software installation activities
Project Team / Implementation Consultant	• None	• None

Technical Team	• Assist with install
	  ○ Assist with VPN device install
	  ○ Setup and Install workstations
		• Install software

E.5.3 Initial System Administration Training.

	Client Role	Tyler Role
Steering Committee	• None	• None

Project Manager	• Schedule training attendees	• Coordinate Training
Project Team / Implementation Consultant	• Attend Training	• Provide Training • Provide training materials/documentation
Subject Matter Expert / Other	• Attend Training (Client Technical Team)	• None

E.5.4 Project Team Overview:

During this step, Tyler will provide Client Project Team members an overview on standard functionality and module integration points to better understand the system prior to making any project or business processes decisions.

	Client Role	Tyler Role
Steering Committee		• None
Project Manager	• Schedule training and secure training facilities • Attend scheduled sessions	• Schedule and coordinate • Provide overview system training on standard Munis features • Provide "how-to" documentation for all purchased modules
Project Team / Implementation Consultant	• Attend sessions	• Provide overview
Subject Matter Expert / Other	• Attend sessions, as necessary	• None
Tyler University Manager / Tyler Project Manager	• Provide project team login details and curriculum assignments for Tyler University • Ensure users are able to access and enroll in Tyler University courses	• Provide Tyler University user and curriculum requirements Coordinate setup of Tyler University users

E.5.5 Requirements/Notes

- With the exception of project team training, Structural foundation will only occur for Phase 1

Chart of Accounts

- Client will complete the Tyler Munis CoA workbook as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any Client questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the Client chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of Client.

Installation

- Tyler will install any third party software included as part of the scope of the project phase

System Admin Training

- System admin training will be provided for the Client Technical Team and select members of the Client Project Team.

Project Team Overview

- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on Tyler University, the project SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing any necessary documents for the users, as needed.
- Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.
- Project team members will be setup and enrolled in their respective Tyler University curriculums with enough time to complete prerequisite courses.
- Project Team shall complete all prerequisite Tyler University requirements prior to attending related training sessions.

E.5.6 Outcomes/Deliverables

- Deliverables:
  - N/A
- Project Outcomes:
  - Munis successfully installed and system installation accepted by Client
  - Project team members trained on standard Munis features
  - Chart of accounts defined and loaded into Munis.
- Control Point(s):
  - Chart of Accounts Design Acceptance

E.6 Knowledge Transfer

Knowledge transfer for the project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review all in scope items (both functional and organizational) scope to best assess how the Client should be configuring Munis. Prior to the project, Client completed detailed as-is process maps. Tyler consultants will review all Client documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed Client needs and how Munis would be configured to meet these needs.

E.6.1 As-Is Analysis

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Complete process questionnaires • Participate in As-Is Sessions	• Review Client project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of Client business processes • Identify detailed configuration

		requirements • Review inventory of processing, configuration and data flow options
Subject Matter Expert / Other	• Participate in As-Is Sessions	

E.6.2 Data Conversion Analysis

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with Client staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Make decisions on data conversion plans • Identify current data to be converted	• Review contracted data conversions • Review current data • Provide recommendations for data conversion
Subject Matter Expert / Other	• Identify current data to be converted	

E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist Client to identify appropriate permissions and roles needed to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Attend meetings • Make security decisions • Document security decisions in security matrix	• Review Client business process and facilitate process to define user access roles and permissions • Identify correct Munis security

		features to match to Client business process decisions
Subject Matter Expert / Other	Participate	

E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate Client's business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist Client to identify appropriate workflow roles and processes configurations to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Attend meetings • Make workflow decisions • Document workflow decisions in workflow matrix	• Review Client business process and facilitate process to define new Munis workflows • Identify correct Munis workflow features to match to Client business process decisions
Subject Matter Expert / Other	Participate	

E.6.5 Custom Interface Analysis

Custom Interfaces involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will train on the standard import and export functionality within the contracted modules, as needed.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Identify requirements for interfaces • Coordinate third party interface needs/development • Document Interface	• Review existing standard interface options within Munis
Subject Matter Expert / Other	Participate	

E.6.6 Program Modifications Analysis

Program customizations or modifications ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• See DED 07	• See DED 07
Subject Matter Expert / Other	Participate	Participate

E.6.7 To-Be Decisions

	Client Role	Tyler Role
Steering Committee	• Review business process decisions • Make decisions elevated to steering committee	
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test	• Conduct analysis of desired process changes • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Prepare System Design Document (DED –5)
Subject Matter Expert / Other	Participate	

E.6.8 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the Client functional requirements as outlined in the scope of the Tyler proposal responses to the City RFPs, specifically in Attachment B to each RFP, as well as any new in-scope requirements identified through the As-Is Analysis and To-Be Analysis processes.

E.6.9 Outcomes/Deliverables

- Deliverable(s):
  - Data Conversion Plan (DED 4)
  - System Design Document (DED 5)

    - Workflow Matrix
    - Security Matrix
  - Modification Specifications, if applicable (DED 7)

- Project Outcomes:
  - Review and analysis of all Client business processes in scope for project
  - Client and Tyler review of best practice recommendations and decision on to-be process
  - Client makes all necessary business process and configuration decisions
  - Tyler documents all Munis set up decisions in system design document

- Control Point(s):
  - Authorization to Proceed to Static Environment Test

E.7 Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by Client. This ensures that Client is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow Client Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase project plan.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Prepare/gather test data • Review and provide feedback on SET test script • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise system design document as required. • Re-perform SET Test for any changes to major decisions	• Develop SET Test Script (DED 6) • Facilitate and lead SET Test • Document results from SET Test • Re-perform SET Test for any changes to major decisions • Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other	Participate	

E.7.1 Requirements / Notes

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that Client identified as open issues will be re-evaluated, new decisions made, and the items re-tested.

- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that Client can evaluate the integration between modules and its impact on business processes.

E.7.2 Outcomes/Deliverables

- Deliverable(s):
  - Static Environment Test Plan (DED 6)

- Project Outcomes:
  - Major business process and Munis set up decisions are tested and validated.
  - Forms output data sent to Tyler Forms to begin the forms design process
  - Client ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
  - Authorization to Proceed to Implementation

E.8 Implementation

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

E.8.1 Table Building and Set Up

Tyler will train Client on all system set up tables (codes, global settings, user permissions, etc.). Client is responsible for entering codes into the live Munis database, as instructed.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	
Project Team / Implementation Consultant	• Client builds Set Up tables • Client builds Workflow	• Train Client on completion of Set Up Tables according to analysis sessions • Train Client on Workflow completion
Subject Matter Expert / Other	• Client builds Set Up tables • Client builds Workflow	

E.8.2 Data Conversion and Proofing

Tyler will train Client on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Tyler will assist Client on all initial conversion passes so that Client has the necessary knowledge and tools to proof conversion data. Client is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.
Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager		Schedule 2 full passes of each conversion with all applicable tasks within the Project plan. Subsequent passes scheduled as needed.
Project Team / Implementation Consultant	• Client pulls data from legacy system (-) • Client produces balancing reports • Client documents and submits needed corrections to conversion	• Train Client on methods for validating converted data in Munis
Subject Matter Expert / Other	• Client pulls data from legacy system (-) • Client produces balancing reports • Client is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation • Tyler will produce an error report outlining errors that result from running Client's data through the conversion program. Client is responsible for reviewing the report and investigating solutions • Client validates converted data using error reports, balancing reports, etc.	• Prepare system parameters and codes to align with data mapping • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct Client on the legacy source files and desired fields for conversion mapping • Tyler will program conversion programs according to the accepted file submission layout. • SaaS to load all conversion passes as directed by Tyler PM •

E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler's Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler's Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to Client in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have has been accepted and forms are loaded on Client's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	Client Role	Tyler Role
Steering Committee		

Project Manager	• Client accepts form design and authorizes installation	
Project Team / Implementation Consultant	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Assist in data mapping questions • Assist in issue resolution
Subject Matter Expert / Other	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Tyler Forms creates form designs from Client mock-ups • Tyler Forms merges data from To-Be Test with Form designs • Tyler sends form design proofs for review and acceptance • Tyler Forms installs Forms Server on client Forms server • Tyler installs Forms Library on client forms server

E.8.4 Program Modifications/Interfaces

In the event of an approved Scope Change involving a Program modification or interface, Tyler will provide all in scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Tyler consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to Client for additional testing.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Modification sign off	• Coordinate sign off
Project Team / Implementation Consultant	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	
Subject Matter Expert / Other	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	• Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps • Tyler's QA team will test customization within applicable, impacted modules • Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification • Programs will be developed to import/export Tyler data in format required • A document is created describing the interface and how to utilize it

E.8.5 SME Training

Tyler will train all Client SMEs to perform ongoing training of Decentralized End Users. The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, Client trainees, training room, etc.).

- Client Project Manager/Team will be trained according to the schedule developed by the Tyler Project Manager for the Education Plan detailed in the Tyler Implementation Management Plan (DED-01).

	Client Role	Tyler Role
Steering Committee		
Project Manager		Schedule 2 full PR Parallels with Tyler Staff, a 3rd parallel for client to run on their own
Project Team / Implementation Consultant	• Attend training on completing Trial Run/Parallel processes • Complete Trial Run/Parallel process steps, identify discrepancies and correct	• Perform test of Tyler Forms through process testing and training • Train Project Team Leads/Subject Matter Experts on applicable Munis processing • Train Client on completing Trial Run/Parallel processes • Train Client on process of printing and testing forms
Subject Matter Expert / Other	• Attend Training • Complete Trial Run/Parallel process steps, identify discrepancies and correct	
Project Team/Change Management Leads	• Attend Change Management Coach sessions	

E.8.6 Report Training

Training will be conducted during all phases of the implementation on Tyler reporting. Tyler uses a "train the trainer" approach, which will provide the Client Project Team the tools necessary to fully use the Tyler reporting tools and to train additional users on the subject matter as they see fit.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate report training	
Project Team / Implementation Consultant	• Attend report training	• Conduct report training
Subject Matter Expert / Other	• Attend report training	

E.8.7 Requirements / Notes

- **Table Building and Set Up –**
  - All homework tasks will be listed on the project plan

- **Data Conversion -** Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
- Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Client must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.
- Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.

- **Forms Design**
  - Client must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
  - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**
  - Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing the necessary documents for the users, as needed.
  - Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Navigational Videos - Tyler will provide Knowledgebase URL links to any referenced or required Munis navigational videos to Client.

E.8.8 Outcomes/Deliverables

- Deliverable:
  - None

- Project Outcomes:
  - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).

- Control Point(s):
  - Authorization to Proceed to Live Preparation

E.9 Live Preparation

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, Client will complete user acceptance testing, end user training, final data conversions, and prepare a pre-live checklist.

E.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, Client will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate User Acceptance Test	
Project Team / Implementation Consultant	• Create user acceptance testing scripts • Conduct User Acceptance Test • Document and prioritize all discrepancies between expected and actual test results	Facilitate user acceptance testing
Subject Matter Expert / Other	• Conduct User Acceptance Test	

E.9.2 End User Training

Client trainers will provide training to all of Client's End Users. Client will be responsible for End User Training.

E.9.3 End User Training

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate all logistics for End User Training	• Provide template training materials and template training agendas
Project Team / Implementation Consultant	• Develop training materials • Train End Users	• Schedule and track completion of training on the project plan
Subject Matter Expert / Other	• Attend Training	

E.9.4 Pre-Live Planning

	Client Role	Tyler Role
Steering Committee		

Project Manager	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective
Project Team / Implementation Consultant		
Subject Matter Expert / Other	• Client performs any desired stress testing	

E.9.5 Final Data Conversions

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Client ceases activities in applicable legacy applications	
Project Team / Implementation Consultant	• Client ceases activities in applicable legacy applications	
Subject Matter Expert / Other	• Client ceases activities in applicable legacy applications • Client pulls Final Conversion data and submits to Tyler • Client validates converted data using error reports, balancing reports, etc. • Client accepts final conversions and authorizes them to be loaded in Live Database • Load data into Live environment	• Execute program to convert submitted final data according to crosswalk • Work with Client to confirm readiness to load data into Live environment

E.9.6 Requirements / Notes

User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

End User Training

- End User Training will occur after User Acceptance is complete.

- Prior to scheduled training sessions, the Tyler and Client will make sure the following prerequisites are met:
  - Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Tyler will provide interactive eLearnings to Client via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

Pre-Live Planning:

- NA

Final Data Conversions

- NA

E.9.7 Outcomes/Deliverables

- Deliverable(s):
  - Pre-Live Checklist (DED 8)
- Project Outcomes:
  - All end-users included in training plan are trained on system and business processes
  - Client makes decision to go-live
- Control Point(s):
  - Signoff to Begin Live Processing

E.10 Live Processing

Upon the decision to go-live, Tyler's consultants will assist Client users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Client users utilize Munis for live processing	• Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	• Client users utilize Munis for live processing	

E.10.1 Requirements / Notes

- Client will track any open issues or new issues though the issues log during Live Processing.

E.10.2 Outcomes/Deliverables

- Deliverable
  - NA
- Project Outcomes:
  - Client is using Munis for live processing

E.11 Post Live Process

After Client is using the system for live processing, Tyler will provide additional training using actual Client-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

Client, with input and assistance from the Tyler, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Tyler in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- Guidance and mentoring to Client staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Review policy and procedure decisions	• On-site to resolve issues • Train Client on SSRS Reporting Tools • Facilitate review of policy and produce decisions • Provide training on reconciliation process
Subject Matter Expert / Other	• Client users utilize Munis for live processing • Record issues as identified	• Provide custom reports that are in-scope

E.11.1 Requirements / Notes

- Within the proposed go-live and through coordination with Client for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period. Such events include:
  - Fiscal Year End Activities
  - End of Year Payroll and 1099 Activities
  - Benefits Open Enrollment
  - Budget Development
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

E.11.2 Outcomes/Deliverables

- Deliverable(s):
  - N/A

E.12 Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within Client or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	Client Role	Tyler Role
Steering Committee	• Grant final acceptance	
Project Manager	• Coordinate final acceptance process • Grant final acceptance for the phase	• Initiate transition to support • Facilitate Lessons Learned discussion and develop lessons learned document
Project Team / Implementation Consultant	• Document issues	• Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

E.12.1 Requirements / Notes

- Tyler's consultants will perform training on the identified post-live processes.
- Client-authorized users shall document and report issues through the provided Tyler support resources

E.12.2 Outcomes/Deliverables

- Project Outcomes:
  - Implemented system and Project satisfy all SOW terms and functional requirements as defined in Exhibit F of the Agreement
  - Lessons Learned (DED 9)
  -
  - Transitioned to Tyler Support
  - Final Acceptance

- Control Point:
  - Acceptance of Project/Phase Closure

Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Tyler will provide in writing to Client the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to Client in agenda's for each implementation or training session.
- Tyler instructors will provide their own instructional materials to Client, in PDF or similar format, before training sessions begin.
- Tyler will provide in writing to Client project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
    - Complete set up of tables and codes based on training conducted
    - Practice on processes learned
    - Review any delivered documents prior to attending scheduled training session
- Should Client not be able to complete communicated prerequisites or tasks, the Client project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section G: Facility Requirements

The following outlines Client's requirements for providing a suitable work location to be used by the project.

- Client will provide a room to be used as a training lab for Tyler staff to transfer knowledge to Client resources as well as a place for Client staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by Client. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
- Client is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- Client is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

Section H: Appendix

Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	**Phase:** CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between Client and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with Client. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline: ***Resource Management Plan*** • Identify Tyler resources on project and specific roles/tasks for the project • Identify Client resources and what meetings/roles/tasks each needs to be included on • Determine method for identifying/communicating on-site resources ***Communication Management Plan*** • Definition of Project Communications • Communication Methods • Key Stakeholders / Audiences for Each Communication • Frequency of Communications • Roles and Responsibilities ***Risk Management Plan*** • Definition of Risks • Risk Assessment Methodology • Risk Documentation ***Quality/Testing Management Plan*** • Testing Process • Testing Criteria • Process for Resolving Testing Issues • Quality Review Process / Deliverable Quality Review • Overall Project Quality Standards ***Schedule Management Plan*** • Identify process for making adjustments to schedule ***Change Management Plan*** • Develop Change Management Strategy • Identification of project concerns, risks and issues • Determine the types, frequency and delivery of communications • Identify Client resources and what meetings/roles/tasks each needs to be included on	

Deliverable Number: DED-1 (1-1)

Education Management Plan

- Software/Hardware
  - How many databases will be utilized?
  - Will we establish a Financials Training environment separate from Payroll?
  - Who will refresh the training database?
  - Will a second server be utilized?

- Facilities
  - How many training rooms will be utilized?
  - Where are the training rooms?
  - How many workstations will be in each training room?
  - How many printers will be in each training room?
  - Other training room requirements (white board, phone, etc.)
  - Who will schedule the training room?

- Staff
  - How many students per teacher?
  - How many students per workstation?
  - What are the hours of training?
  - Who will be trained on each Munis application?
  - Who will take attendance?
  - Will management be present for each session?
  - Who will train the end-users Munis versus Project Team Leads)?

- Schedule
  - Who will determine the exact days for training?
  - Who will notify staff members?
  - How far in advance will the training schedule be built?

- Quality Control
  - How will Client determine if attendees have learned required training outcomes?
  - How will follow up training be administered?

Client Role:

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

Tyler Role:

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- Client project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.

Deliverable Number: DED-1 (1-1)
• The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02 (1-2, 2-2, 3-2)	
Deliverable Name: Project Plan / Schedule	**Phase:** ALL
Objective: Task list with owners and due dates for successful completion of the project.	
Scope: See SOW Section C.1	
Format: Initially developed and maintained on the Project SharePoint site. Tyler is currently testing the use and integration of MS Project with SharePoint. If the testing is complete and successful during Client's implementation, Tyler will consider the transition of this deliverable to be in MS Project.	
Outline: The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, Deliverables, Control Points, review/acceptance periods, and other key project events.	
Client Role: • Review project plan • Contribute information necessary to complete and maintain project plan	
Tyler Role: • Provide initial on-site and remote session schedule to client for approval • Create project plan • Post project plan to Project SharePoint site	
Acceptance Criteria: • The client signs off on the project plan and schedule • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3)	
Deliverable Name: User Manuals	**Phase:** 1,2,3
Objective: Provide documentation on standard Munis functions	
Scope: Comprehensive user manuals for all Tyler modules purchased.	
Format: MS Word	
Outline: • Overview of module • Detailed description of how to generally complete tasks in Munis • Identification of options, fields, and functions built into the Munis software.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3)
Client Role: • Review User Materials • Update materials with Client-specific steps and processes
Tyler Role: • Provide training manuals on SharePoint.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The training materials will be updated to reflect current features and functions in the software version that Client is implementing. • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-04 (1-4, 2-4, 3-4)	
Deliverable Name: Data Conversion Plan	**Phase:** 1,2,3
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: All conversions listed in Section A.5 that Client chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline: • Conversion options to be exercised • Conversion options not to be completed, with description of change order action • Timelines for each conversion option • Reports and data validation recommendations	
Client Role: • Attend conversion and applicable module analysis sessions • Participate in planning discussions • Review and accept the conversion plan	
Tyler Role: • Provide conversion analysis • Provide conversion specifications and guidelines • Provide guidance on proofing methods and tools • Create and provide the conversion plan	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • Data has been proofed and accepted in a test environment by the client. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-05 (1-5, 2-5, 3-5)	
Deliverable Name: System Design Document	**Phase:** 1, 2, 3

Objective: To document the decisions and processes resulting from analysis and identify how Client will use the Munis system.

Scope: Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable.

Format: MS Word and/or MS Excel

Sample Outline:

Current Needs:

- Identification of current process
- Analysis of Munis fit/gap

Client Decision Making:

- Process Decisions
- Munis Considerations
- Follow Up Items

Detailed Munis set-up considerations

- Munis set up details
- Modifications
- Interfaces

Other Information

- Workflow Details
- Security Details

Client Role:

- Participate in all meetings and make decisions
- Review the documents provided by the Tyler project team
- Identify any discrepancies
- Ask for clarification from the Tyler team, if necessary

Tyler Role:

- Complete deliverable documenting decisions and Munis details
- Post the analysis notes on the Project SharePoint site
- Update deliverable based on feedback from the client

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-06 (1-6, 2-6, 3-6)	
Deliverable Name: Static Environment Test (SET) Plan	**Phase:** 1,2,3
Objective: Prepare the test script based on Client's process and set up decisions through As Is and To Be analysis.	
Scope: Tyler will lead Client in the step by step testing of Client business process decisions built into the functionality of Munis. This test will enable Client to see the way the system functions using their own data and business processes. Focus will be on helping Client understand the impact the desired business	

processes will have on the way the system functions and the impact of the system on Client business process decisions. The SET Test Plan will contain detailed testing scripts to test Client business processes.
Format: MS Word document
Outline: • Detailed test scripts by business process for each functional area/module in scope for the project.
Client Role: • Review the SET plan • Provide feedback for additional processes to be tested
Tyler Role: • Develop SET plan • Modify SET plan prior to testing based on client feedback
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-07 (1-7, 2-7, 3-7)	
Deliverable Name: Program Modification / Interface Design Specifications	**Phase:** 1,2,3 (if applicable)
Objective: Review and understand Client requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
Format: Word document to detail design specifications	
Outline: Word document provided by Development that will describe the proposed functionality desired by Client.	
Client Role: • Client provides business practices and/or mandates that drive the need for the modification. • Client reviews the design specification with Development and Implementation. • Client signs off on final design specification.	
Tyler Role: • Development obtains clients business practices and/or mandates that drive the need for the modification. • Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the client's suggested future Munis business practices. • Development creates the design specification for the modification.	

Deliverable Number: DED-07 (1-7, 2-7, 3-7)

- Development and Implementation review the design specification with the client.
- Development updates the design specification with any requested changes, if applicable.
- Implementation PM makes adjustments to the modification task dates in the project plan, as necessary.
- Development obtains client sign-off of the design specifications.

Modify specifications if required after development of modification.

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-08 (1-8, 2-8, 3-8)

Deliverable Name: Pre-Live Checklist | **Phase:** 1,2,3

Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.

Scope: Implementation will provide the client with a checklist of items needed to be completed for Go-Live

Format: MS Excel

Outline:

Sample activities from a Payroll Go-Live Checklist:

- Separation of duties between Payroll and HR determined and tested
- Validate process of starting a payroll, switch T & A users
- Review Dept. Time & Attendance process, proof reports
- Verify GL Distribution Posting correctly- Finance Dept. approval
- Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users

Checklist columns:

- Item ID
- Activity
- Owner
- Date Verified
- Client Approval (initials)
- Notes/Comments

Client Role:

- Review and complete the list of items required for go-live.

Tyler Role:

- Provide client with a list of items required for completion for the go-live, by phase.

Deliverable Number: DED-08 (1-8, 2-8, 3-8)
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-09 (1-9, 2-9)	
Deliverable Name: Lessons Learned Document	**Phase:** 1,2
Objective: Document lessons learned to apply to future phases/projects	
Scope: All lessons learned specific to Munis implementation	
Format: MS Excel	
Outline: • ID • Date • Title • Phase • Lesson Value • Description and Impact • Recommendation(s) • Contact	
Client Role: • Gather feedback • Participate in lessons learned session • Document and archive lessons learned	
Tyler Role: • Lead lessons learned session • Develop after action Change Management review plan for subsequent phases • Archive lessons learned	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Appendix 2: Hardware Requirements

Appendix 3: Change Management

H.1.1 Executive Playbook

To understand how to be most effective in supporting the project, Tyler will create an Executive Playbook that relates key executive governance strategies and change management strategies with the overall implementation project plan.

This Executive Playbook will explain how the project is achieving the City's goals and what is required from executives (Project Sponsors and Steering Committee Members) to support the change management efforts. In order to produce the Executive Playbook, the Change Management Facilitator will meet once with the Project Sponsors and Steering Committee of the City to understand the following:

- Vision
- Human Capital Requirements
- Organizational Expectations
- Project Goals
- Executive Mandate

Task	Description	TYLER	CITY
Project Kick-Off	High Level presentation of Change Management process and expectations.	Share	Share
Executive Playbook Discovery Meeting	Knowledge Transfer of City vision, requirements and goals for project.	Assist	Lead
Executive Playbook	Relates key executive governance strategies & change management strategies with the overall implementation plan.	Lead	Participate
Executive Playbook Acceptance	Sign-off and authorization to proceed with Executive Playbook implementation.	None	Own

H.1.2 Knowledge Transfer

Train the City's Change Management Coaches (project team, functional leads, managers and supervisors of impacted departments) to identify and reinforce both human capital and business process change within the organization. Conduct session(s) to exchange information on methods and challenges inherent in reinforcing process change. Utilize Change Management Executive Playbook with Change Management Functional Lead to support Implementation of business process changes. Work with Change Management team to develop change management project plan and communication plan.

Task	Description	TYLER	CITY
Human Capital Coach Training	Train selected staff to understand and engage in organizational project change, develop competencies to become effective HC Coaches by introducing, managing and reinforcing project change with staff.	Lead	Participate
Knowledge Transfer	Perform review of authorized Executive Playbook with Change Management Functional Lead.	Lead	Participate
Develop Change Management Project Plan	Assign tasks, dates and responsibilities for completion of Change Management Project Plan.	Lead	Assist
Update Communication Plan with CM strategies	Review methods, participants, feedback vehicles and frequency of communications.	Lead	Assist

H.1.3 Reinforcing the Change

Reinforcing Change for adoption of new business processes includes the analysis of the results of the organization's change management activities, compliance audit of project procedural change and the implementation of corrective actions. This focus area includes celebrating early successes and transferring ownership for Business Process Change Management to the organization.

Task	Description	TYLER	CITY
To-Be Session Facilitation	Attend To-Be Design sessions to facilitate changing procedures and adoption of new efficiency opportunities.	Participate	Lead
Best Practices Review Facilitation	Attend Best Practice Review session and document potential change resistance.	Participate	Lead
Internal Best Practices and Procedural Change Review	Attend internal departmental and cross-departmental sessions to review and make procedural decisions.	Participate	Lead

Procedural Change Communications	Assist in Procedural Change Communications outlining the specifics of new business procedures to application users.	Participate	Lead
Overall Change Management Status Report	Change Management Functional Lead develops status reports for review with key project personnel and Tyler.	Participate	Lead
Status Meetings	Deliver status updates to project team members, functional leads and others as needed.	Share	Share
Department Head Meetings	Review Change Management communications, status reports; discuss options to eliminate identified barriers to success.	Participate	Lead
Department Meetings	Communicate Change Management and Project status, activities and results to Department Staff.	Participate	Lead
Monitor Change Management Activities	Ensure that all strategies are properly evaluated and implemented. Implement corrective actions.	Assist	Lead
Employee Forums	Hold forums for staff to receive information, project expectations, and ask questions or express concerns.	Assist	Lead
Meet with Implementation to Identify Possible Change Management Issues	Meet with Implementation regularly to assess any possible change management issues that need to be brought to the City's Change Management Team's attention for action.	Own	Lead
Post Live Audit & Performance Assessment	In conjunction with the to-be environment post live, review project compliance, understand adoption and proficiency rates.	Share	Share
Lessons Learned	Complete exercise identifying what Change Management strategies were most effective and which require additional modification.	Lead	Participate
Project Closure & Acceptance	Authorization to close project.	None	Own

H.1.4 Overview of Standard Change Management Effort

Included in the Project Management Plan, is the Change Management Plan. This plan provides a basis for organizational change management (CM) for use throughout the implementation. It includes a CM Overview, Diagnostic Tools, a CM Communication Strategy to be incorporated into the project communication plan, and CM Resistance Tools. During project planning, the Change Management plan template will be thoroughly reviewed with the City Project Team and the Change Management Functional Lead. The plan for managing change will be incorporated into the overall Project Management Plan.

H.1.5 Scope of Change Management Effort

Included in the implementation is the plan template, Project Management planning session, and the tools for City use, described above. Change Management Coaching throughout the project is the responsibility of the City Project Team and Management after the Tyler led coach training sessions. Additional Change Management Consulting services are available from Tyler at an additional cost.

H.1.6 Roles and Responsibilities

A specific project role should be assigned to one member of the project team. The role of Change Management Functional Lead will own the change management plan and will work with the Tyler Change Management Facilitator to implement the change management strategy. Through the coach training sessions, the City Project Team and Managers will become familiar with the aspects of Organizational Change Management and implement the management plan as decided in the project planning session. This will include coaching users on process changes, surveying users to verify acceptance and understanding of the changes, and following up with users on utilization of the changes throughout the implementation and after go-live.

Statement of Work

EnerGov Software and Implementation Services

Prepared for:

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Tyler Technologies, Inc.
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DATE
3/22/2017

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Statement of Work

City of Santa Fe

Statement of Work, EnerGov

Monday, March 22, 2017

Tyler Resources Purchased

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

Billable Hours and Expenses in Scope

The fixed professional services fees set forth in the Investment Summary have been allocated to the following services to deliver the scope set forth above:

- Project Management Services
- System Configuration Services
- System Administration / Fundamentals Training
- End User Training & Production Support
- Data Conversion Services
- Travel = 18 on-site trips (where a "trip" is defined as onsite travel of up to five business days)
- Travel Expense Estimate based on 18 on-site trips (where a "trip" is defined as onsite travel of up to five business days)
    - The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
    - NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

Business Scope (Transactions and Automation)

- Unique Business Transactions in Scope = up to 25 Transactions
- Template Business Transactions in Scope = up to 60 Transactions
- Geo-Rules within Scope = up to 20 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 20 IO/IAA
- Custom Reports/Output documents within scope = There are no custom reports in scope for Tyler to develop, it is expected that the City will own all custom report development for this implementation
- Integration of EnerGov with TCM
- Integrations within scope for Tyler to develop = No integrations within Scope (agency to leverage EnerGov SDK/API)
- Integrations within scope for the City to develop:
    - Selectron
    - Desert Elements Web Services
- Data Conversion Sources within scope = 2 (per data source) it is expected for the City to populate the DCT-DB for the Data Conversion

"Business transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)

- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

"Template" transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

"Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• **Alert**	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• **Block**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• **Block with Override**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• **Fee Date**	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• **Filed Mapping**	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• **Required Action**	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• **Required Step**	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• **Zone Mapping**	• The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

"Intelligent Object (IO)" is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

"Intelligent Automation Agent (IAA)" is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

"EnerGov SDK API (Toolkits)" are defined by:

- API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.
  Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

Estimated Timeline

Project timelines are living, fluid documents subject to change. Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected at **16-18 months for a single project phase.**

Performance Measures

- Contractor effectively performs the activities and services required to accomplish the Deliverables
- Contractor effectively reports task status
- Deliverables are completed within their respective due date and aligned with milestones
- Deliverables are completed accurately
- Deliverables are completed within the total compensation amount for each Deliverable, within their respective timeline, and aligned with milestones.

Tasks

The following tasks have been arranged for this project, with responsibility definitions for both Tyler and Customer as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

Upon completion of a task, the customer will have an opportunity to review the deliverable, if any, associated with the task. The customer will have a fifteen-day business window within which to identify to Tyler a deviation from the warranties provided in the parties' agreement. In the event a deviation is identified and confirmed, Tyler will address the deviation according the services warranty provision set forth in the Agreement, as applicable. When a corrected deliverable has been resubmitted for review, that process shall repeat. Upon Stage completion, Tyler will provide the customer with a Work Acceptance Form to document that all tasks within the Stage have been successfully delivered. The customer must return the completed Work Acceptance form within five business days of receipt, or the Stage will be deemed "accepted."

Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

Stage 0 - Software Delivery and Prerequisite Training

Tyler provides an online and on-demand pre-implementation training. From the notes section in the bid: "End user has unlimited access to courses prior to end user training. The end user prerequisite service allows end users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end users training hours/resources"

Objectives:

- Tyler software is made available the customer
- Tyler completes Prerequisite Training

Tasks:

Software Delivery		
Tasks	**Tyler**	**Customer**
SaaS: Tyler makes the software service available.	Own	None

Deliverable Scope	Description

0-1	Tyler software is made available to customer
0-2	Pre-Req Online training made available
0-3	Data Conversion Pre-Implementation Technical Support and Documentation

Task Item	Sub Tasks	Description
EnerGov Prerequisite Training Courses (Pre-Implementation)	**Sub 1 and 2**	• Contractor will provide access to the Tyler Online Training Center for all 81 users. • Contractor will identify prerequisite courses per functional area and module that will prepare the city staff for the implementation. • Contractor will provide unlimited access to courses prior to End User Training. • Contractor will provide up to 11 foundational courses per user.
Data Conversion Pre-Implementation Technical Support	**Sub 3**	• **Contractor will provide pre-implementation data conversion support immediately after contract signing and project manager assignment, to include a copy of or script for creating the DCT-DB database, all necessary documentation, DB conversion schemas, workflows etc. and will respond in a timely manner to all questions from the City. The support shall include conference calls and one on one calls to discuss issues encountered by the City in their DB clean-up efforts. The contractor will respond in writing to all inquiries and questions. Contractor will assign an expert level technical consultant to support the City's efforts during the pre-implementation DB conversion efforts immediately after contract signing.**
Stage 0 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

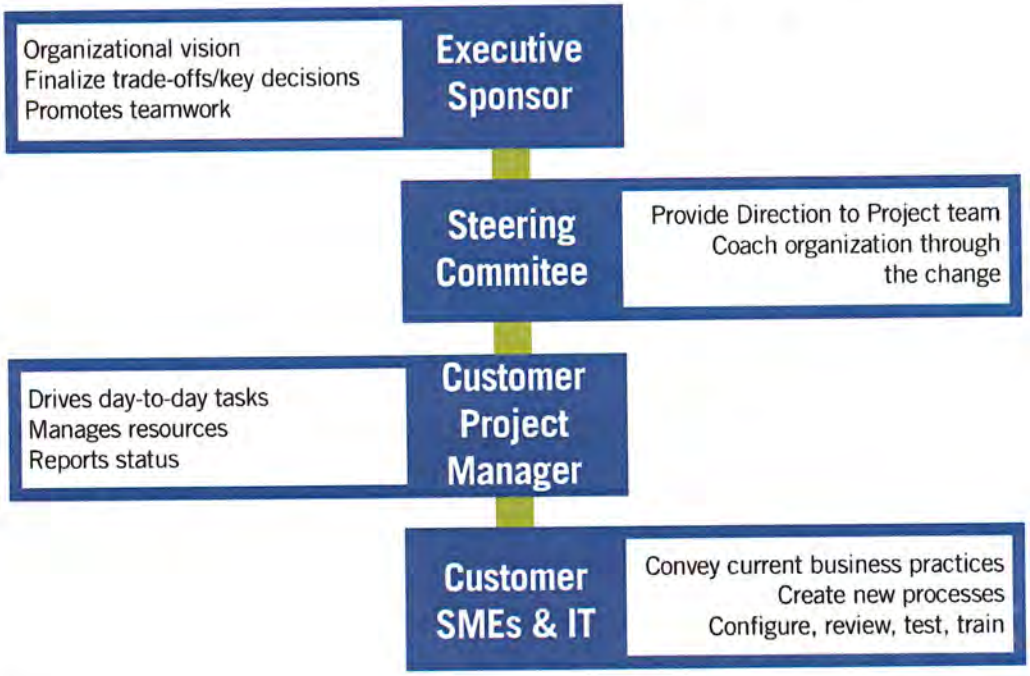
Stage 1 - Initiation & Planning

Prior to the EnerGov team beginning systems configuration, EnerGov and the City take proper precautions to carefully plan and define project expectations. During the Initiation stage, project Contracts and the SOW are reviewed, project planning activities are completed and steps are taken to instill end user acceptance early on. Project Initiation typically begins a few weeks to a month (depending on City readiness) before the project's assess & define phase ensues.

Objectives:

- Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- Distribution of forms and gathering of high-level organizational and process information
- Establishment of Customer Governance Structure as outlined below
- Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- Assessment of IT infrastructure and needs
- Planning for staff mobilization & allocation
- Create project plan, including baseline project schedule

Required Customer Governance Structure



Tasks:

Initiation & Planning		
Tasks	**Tyler**	**Customer**
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members and Establish Governance Structure	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking	Advise	Own

infrastructure by the customer as specified by SOW Attachment C		
Provide Tyler remote access (when needed) to required server for Tyler software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, and UAT	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Own	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan (including project schedule)	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Project Planning & Initiation Stage Sign Off to Customer	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
1-1	Performed Project Initiation and Project Management Tasks

Task Item	Sub Tasks	Description

Project Initiation	**Sub 1**	• Contractor will conduct the Planning/Initiation introductory phone call. o Contractor will provide an agenda for the call. o Contractor will moderate and facilitate the call. • Contractor will provide examples of "Best Practices" Governance structure and project team member makeup. • Contractor will evaluate the City's proposed Test and Training facility's bandwidth utilization report and provide feedback on any discrepancies from SaaS bandwidth requirements. • Contractor will evaluate the intended desktop and infrastructure specifications provided by the City for the Test and Training facility and provide feedback on any discrepancies from the requirements provided by Contractor in their proposal. • Contractor will lead the effort to develop procurement plan in collaboration with the City's designated representative(s). o Contractor will provide login credentials for the Tyler site assessment tool o Contractor will provide a written recommendation for procurement of non-EnerGov systems software. o Contractor will provide a written recommendation for the procurement of hardware and networking infrastructure equipment. • Contractor will lead the effort to develop a configuration plan. o Contractor will provide a written configuration plan for any non-EnerGov systems software identified in the procurement plan o Contractor will provide a written configuration plan for any hardware and networking infrastructure equipment identified in the procurement plan. • Contractor will provide Process Configuration Templates to be used during the implementation. • Contractor will provide a review of the contractor developed Process and Configuration Templates to be used during the implementation. • Contractor will provide a SharePoint site to store and manage all project documents. o Contractor will provide a technical support line to assist the City when encountering problems with the SharePoint site. o Contractor will provide a tutorial to the City's staff member assigned to upload and download documents from the site.

		• Contractor will provide a review of the Project Status Report and Stage Signoff templates developed by the contractor for use during the implementation.
		• Contractor will provide a review of the GIS requirements and Best Practices documentation.
		  o Contractor will provide written responses to questions posed by the City staff after the review.
		• Contractor will provide Data Conversion Template Database (DCT-DB), ERDs and usage documentation.
		• Contractor will provide an in depth review of the Data Conversion Template Database (DCT-DB), ERDs and usage documentation.
		  o Contractor will provide written responses to questions posed by the City staff during the review of the DCT-DB, ERD and usage documentation.
		  o Contractor will provide detailed written recommendation on a course of action for any potential issues uncovered during the review of populating the DCT–DB.
		  o Contractor will provide a review of the DCT-DB after the initial DCT–DB population efforts by the City.
		  o Contractor will provide a written assessment providing feedback on the accuracy of the DCT population efforts.
		  o Contractor will provide detailed direction on how to correct the issues encountered by the City during their initial DCT-DB population efforts.

Integration Assistance	**Sub 2**	• Contractor will assist the City's preparation of programs /databases for integration With the EnerGov IVR API & the EnerGov Permitting and Land Management SDK in the following ways:
		  o Contractor will provide documentation related to the above mentioned APIs/SDKs
		  o Contractor will provide the chm files related to the above mentioned APIs/SDKs
		  o Contractor will answer API/SDK related questions to ensure the City is progressing in the appropriate direction
		• Contractor will NOT write against the APIs/SDKs without a change in scope from the City

Project Management Plan	**Sub 3**	• Contractor will provide a Project Plan including a Risk Management Plan and Risk Register, Communications Plan, Scope Management Plan. Contractor will populate the risk register with initial risks and proposed mitigation and resolution of the risks.

		○ Contractor will identify and communicate to the City all possible known risks throughout the project. • Contractor will provide a project plan presentation and review for senior city leadership (high level) and a detailed review for the project team. • Contractor will provide a project schedule with tasks in MS Excel.
Stage 1 Sign Off	**Sub 4**	• Contractor will prepare Stage 1 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 2 - Assess & Define and Fundamentals Training

The Assess and Define stage involves onsite and offsite comprehensive business process assessment and analysis, change management assessment and systems assessment and analysis. The goal of the Assess and Define stage is to examine and analyze the City's current business process (Assess) and translate findings into a defined & documented future state process (Define) for best automating the unique processes of the City.

2a - Fundamentals Training

In an effort to assist new clients with the tools necessary for a successful EnerGov implementation, we are pleased to offer an introductory training course built for the needs of each of our clients. This training is conducted shortly after contract execution and before the implementation team arrival onsite. A unique training environment will be created for each client. Access information will be emailed when the training schedule has been established and confirmed. This site will remain in place as a sandbox environment for 4 weeks after training, but If you would request the site to be hosted for an extended period, the charge is $150/per user per month.

Objectives:

- Learn general EnerGov terminology
- Experience the basic functionality of EnerGov
- Explore the configuration options of EnerGov
- Encourage client-side discussions of desired configuration
- Discover some of the software capabilities available for consideration
- Improve communication between Tyler and the client through software knowledge
- Prepare the client for the Assess & Define process by walking them through and defining a specific business process they use
- Each attendee is a person that will make decisions on the configuration and overall functionality of the system for their respective department.
- Ensure the decisions made during the Assess and Define stage are based on a better understanding of the EnerGov platform.

Stage 2b - Assess & Define

Objectives:

- Team Training –System Admin /EnerGov Fundamentals
- Tyler to gain an understanding about how customer conducts business
- Translate business understanding into the "to-be" documented EnerGov configuration definition documentation
- Comprehensive review and analysis of the Client's business process to be automated.
- Translate and refine the assessment into a defined & documented process. This documentation will serve as a basis for configuration of EnerGov's system configuration.
- Work with Client's Project Manager and team to refine and firm the project plan.
- Perform a gap analysis between EnerGov's standard reports (letters, documents, reports) key performance indicators, and existing document output requirements.
- Confirm sufficient report development services have been quoted and are available.
- Build a master list of the reports to be specified and developed post Assess & Define stage.
- Conduct prototype sessions and communicate software capabilities when required.
- Assess and identify any project risks or hardware and infrastructure requirements.
- Determine integration strategy with EnerGov Data Service, Development, and Project Team
- Define and detail system integrations and provide final resource and final fixed cost assessment for any integration deliverables previously considered pre-analysis estimates. Any amount over the original proposed pricing will require an official Client contract modification and change order.
- Work with Client to determine data migration strategy, ensure all required data to be converted is within project scope.
- Review and adjust project scope (amend SOW/Contract) based on additional findings, if necessary.

Tasks:

Assess & Define		
Tasks	**Tyler**	**Customer**
Team Training	Own	Participate
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Customer	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description

2a-1	Perform Fundamentals Training
2b-1	**Assess & Define Business Transactions: Specification design for up to 25 unique in-scope EnerGov business transactions**
2b-2	**Assess & Define Business Transactions: Specifications design for up to 60 template in-scope EnerGov Business Transactions**
2b-3	**Assess & Define Geo-Rules: Specification design for up to 20 geo-rules in scope**
2b-4	**Assess & Define Intelligent Objects and IAA's: Specification design for up to 20 IO/IAA in scope**
2b-5	**Assess & Define Core Components: Specifications for core system configuration (rights, roles, security, contracts, etc.)**
2b-6	**Project Management for Stage**

Task Item	Sub Tasks	Description
Fundamentals Training	**Sub 1**	• Contractor will provide 64 hours of onsite Fundamentals training for up to 12 SMEs and Power Users. • Contractor will provide a unique training environment for each user. • Contractor will provide a training schedule at least 30 days in advance of the start of the Fundamentals training. o Contractor will provide an agenda and course objectives • Contractor will provide access information for the training site. • Contractor will maintain the training environment as a sandbox environment for 4 weeks after Fundamentals training has been completed. • Contractor will provide End User Guides that walk the users through the basics to the more advanced functionality of EnerGov. • Contractor will provide Set up Guides that walk the City Admins through the configuration of the software.
Needs Assessment	**Sub 2**	• Contractor will provide expert assistance in identifying Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)

		○ Contractor will provide assistance that fulfills the intent not to analyze our existing processes and turn them into EnerGov transactions but instead to adopt practices used effectively by other EnerGov customers. ○ Contractor will provide written case studies and examples of business transactions and processes used by former EnerGov customers that are Best and Good practices. ○ Contractor will provide templates and questionnaires based on these exemplars to be filled out by the City personnel. • Contractor will provide a senior implementation consultant who will be a best business process Design/Redesign subject matter expert that has superior "best practices" knowledge and will be made available throughout the project.
Needs Definition	**Sub 3**	• Contractor will provide EnerGov case type definition documents to include a scope statement and complete collection of business transaction/processes, configurations, and other details identified during this Stage. ○ Contractor will provide a document that is official and suitable for later reference use. ○ Contractor will provide the City with presentation of the document and provide a review of the material for designated City personnel. ○ Contractor will provide sufficient time for the City to review and ask questions about the material in the document. ○ Contractor will provide written answers to the questions and ensure the document is revised preferably with change tracking or other audit trail enabled. ○ Contractor will ensure the document reflects Best and Good practices in their definition of new business transactions and processes to be used to configure EnerGov modules. • Contractor will provide timely responses to any questions that arise from the delivery of ArcGIS base map service(s) to the contractor • Contractor will provide Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage. ○ Contractor will provide a document that is official and suitable for later reference use. ○ Contractor will provide the City with presentation of the document and provide a review of the material for designated City personnel. ○ Contractor will provide sufficient time for the City to review and ask questions about the material in the document. ○ Contractor will provide written answers to the questions and ensure the document is revised preferably with change tracking or other audit trail enabled.

		○ Contractor will ensure the document reflects Best and Good practices in their definition of new business transactions and processes to be used to configure EnerGov modules. • Contractor will provide an onsite presentation and review of the Project Definition Document.
Stage 2 Sign Off		• Contractor will prepare Stage 2 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 3 – System Configuration and Internal Test

The System Configuration stage consists of configuring the EnerGov system around the requirements collected and established during the Assess and Define stage and documented within the project definition documentation. Data conversion, development or configuration of interfaces, and report development are a so included here. Internal system reviews are also performed with EnerGov's Executive review committee.

Stage 3a –System Configuration

Objectives:

- Provide 64 hours of certification training for up to 10 power users. This will equip the City of Santa Fe with the appropriate knowledge to assist in administration of the EnerGov product during the configuration stage as well as the latter stages. There will be 3 courses covered during the certification training. Only 6 users will be eligible to take the certification exams for the 3 courses.
- Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage
- Configuration of the purchased software around the requirements collected and established within the project definition documentation
- Collaborative onsite system reviews sessions for configuration validation.

Tasks:

System Configuration		
Tasks	**Tyler**	**Customer**
Provide 64 hours of certification training for up to 10 users. Certification trainings to be covered will be: • Geo-Rules Certification • Intelligent Object/Intelligent Automation Certification • System Administration Certification	Own	Participate
Provide certification exams for up to 6 users	Own	Participate
Deploy Pre-production environment to house the configuration system within the Tyler hosted environment	Own	None

Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing reviews with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Customer	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

Stage 3b – Configuration - Internal Test

Objectives:

- Conduct initial operational test to ensure that Tyler has the information and configurations necessary to complete data conversions
- Conduct initial operational test to ensure that the City has the information and configurations necessary to complete report development
- Confirm basic system configuration to ensure proper operation

Tasks:

Internal Test		
Tasks	**Tyler**	**Customer**
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Own	Participate
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to Customer	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
3a-1	**Configure Business Transactions: configuration for up to 25 unique in-scope EnerGov business transactions**
3a-2	**Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions**
3a-3	**Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions**

3a-4	**Configure Geo-Rules: configuration for up to 20 in-scope geo-rules**
3a-5	**Configure Intelligent Objects and IAA's: configuration for up to 20 IO/IAA in scope**
3a-6	**Configure Core Components: configuration for core system configuration (rights, roles, security, contracts, etc.)**
3a-7	**Configure EnerGov to Integrate with TCM**
3a-8	**Provide 64 hours of on-site certification training for up to 10 users**
3a-9	**Provide Certification exams for up to 6 users**
3b-1	**Internal test of EnerGov configuration: Internal review and test of in-scope EnerGov Business Transactions and core system configuration**
3b-2	**Project Management for Stage**

Task Item	Sub Tasks	Description
System Configuration and Review	**Sub 1**	• Contractor will provide an expert level technical consultant who will deploy a CoSF specific pre-production environment to house the configuration system within Tyler's hosted environment. • Contractor will lead the effort to configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage. o Contractor will provide expert advice on the functionality of the EnerGov system and provide options to the City's SMEs so that informed decisions can be made by the City SMEs on the configuration of the system. o Contractor will respond in a timely manner in writing to all inquiries on the functionality of the EnerGov system in support of the City's participation in the configuration efforts of the EnerGov system by the contractor.

		• Contractor will provide ongoing reviews with customer as configuration progresses as requested. The schedule of the reviews will be based on collaboration between the contractor's PM and the City's PM. o Contractor will conduct collaborative onsite system reviews for configuration validation. • Contractor will provide pre-implementation data conversion support immediately after contract signing to include all necessary documentation, DB conversion schemas, workflows etc. and will respond in a timely manner to all questions from the City. The support shall include conference calls and one on one calls to discuss issues encountered by the City in their DB clean-up efforts. The contractor will respond in writing to all inquiries and questions. • Contractor will assign an expert level technical consultant to support the City's efforts during the pre-implementation DB conversion efforts immediately after contract signing and assignment of a project manager. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a populated Data Conversion Template Database (DCT-DB). o Contractor will provide a written recommended solution for any issues encountered by the City in the delivery of the populated DCT-DB. • Contractor will provide Basic Configuration Reviews as requested by the City. o Contractor will provide demonstrations of all the business processes configured based on the completed and signed off surveys.
Internal Test	**Sub 2**	• Contractor will provide users logins for key Customer staff. o Contractor will provide 3 environments: Development, Test/Training and Production. o Contractor will provide links to all three environments; Development, Test/Training and Production. o Contractor will provide an overview and drawing documenting the security set up for each environment i.e. which security server is attached to each environment. • Contractor will provide basic system configuration testing/re-testing walkthrough. • Contractor will assist the City in conducting basic acceptance testing of system configuration. • Contractor will resolve any system issues identified during the basic system configuration.
Stage 3 Sign Off		• Contractor will prepare Stage 3 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 4 System Build – Build Specifications and Build and Train-The-Trainer

After the system has been configured, it is ready for reports, integration, converted data, and any customization that the City may require. EnerGov offers an extremely configurable product that will fit a large range of client's needs; however some customization may be necessary. Our experienced Implementation professionals will help you to define the required customizations and integrate them into the system.

Stage 4a - Build Specifications

Objectives:

- Define and map data conversion requirements (see section titled Data Conversion)
- Define integration specifications, as applicable
- Define and map, based on provided API's, interface requirements, as applicable

Data Conversion within scope	
System Name	Details
Sungard H.T.E.	Permitting ◦ Permit master basic information ◦ Permit Contacts ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity ◦ Inspections and Inspection Cases ◦ Sub-Permit Associations – Visible in workflow and attached records section ◦ Fees ◦ Meetings and Hearings ◦ Bonds and Escrow ◦ Activities and Actions ◦ Conditions ◦ Notes ◦ Zones ◦ Holds ◦ Renewals ◦ Initialized Workflows ◦ Attachments ◦ Contractors ◦ Projects ◦ Payment and Fee History Code Case Management ◦ Code Case master basic information ◦ Code Case Contacts and Properties ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity Active

	Fees ◦ Activities and Actions ◦ Notes ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Violations ◦ Fees ◦ Payments ◦ Notes ◦ Meetings and Hearings ◦ Zones ◦ Requests ◦ Payment and Fee history Licensing Management Plan Management ◦ Plan master basic information ◦ Plan Contacts ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity ◦ Inspections and Inspection Cases ◦ Fees ◦ Meetings and Hearings ◦ Bonds and Escrow ◦ Activities and Actions ◦ Conditions ◦ Notes ◦ Zones ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Projects ◦ Payment and Fee history
Desert Elements SQL (Code Enf)	Code Case Management ◦ Code Case master basic information ◦ Code Case Contacts and Properties ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity Active Fees ◦ Activities and Actions ◦ Notes ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Violations ◦ Fees ◦ Payments ◦ Notes ◦ Meetings and Hearings ◦ Zones ◦ Requests

	◦ Payment and Fee history

System Integrations within scope	
System Name	Comments
None	City will leverage EnerGov API's for 3rd party interfaces

Tasks:

Build Specifications		
Tasks	**Tyler**	**Customer**
Deliver and review list of out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications (if applicable)	TBD	TBD
Deliver and review integration specifications to Customer (if applicable)	TBD	TBD
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to Customer	Own	None
Return Build Specifications Stage Sign Off to Tyler	None	Own

Stage 4b - Build

Objectives:

- Develop Custom Reports per defined requirements, if any
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations, as applicable

Tasks:

Build		
Tasks	**Tyler**	**Customer**
Review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate

Produce, deliver and review internally tested custom reports per defined requirements (if applicable)	Own	Participate
Produce, deliver and review internally tested integrations per defined requirements (if applicable)	TBD	TBD
Provide and review the documented cut over strategy	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to Customer	Own	None
Return Build Stage Sign Off to Tyler	None	Own

Stage 4c – Train-The-Trainer

Train-the-Trainer is designed to develop Subject Matter Experts (SME's) for your municipality. EnerGov trainers will teach relevant end-user sessions, and attendees will follow with their own demonstration of the presented topics. Each attendee will be evaluated based on software knowledge and knowledge retention. We will be utilizing your testing environment during Train the Trainer. This training is not intended to replace end user training performed in Stage 6 by Tyler resources.

Objectives:

- Provide 32 hours of Train-the-trainer training
- Prepare SMEs to train your end-users on basic functionality of the EnerGov system
- Prepare lesson plans for the municipality
- Demonstrate knowledge transfer through teach backs
- Develop SME's to assist in End User Training to teach the business process
- Develop SME's to teach all new hires for your municipality

Deliverable Scope	Description
4-1	Develop data conversion specifications & mapping: HTE Data Source & Desert Elements Data source (2 sources)
4-2	Develop data conversion utilities: HTE Data Source & Desert Elements Data source (2 sources)
4-3	Provide 32 hours of on-site Train-the-Trainer Training
4-4	Project Management for Stage

Stage 5 –Acceptance Validation, Testing, and UAT Training

This phase of the EnerGov project is a necessary component as it relates to administrative knowledge transfer and the validation of the system configuration and due diligence of systems readiness to production migration. This phase also helps ensure the key individuals are trained and the customer has the capabilities of best reacting to ongoing and future changes in business process and configuration requirements (post production).

Stage 5a - System Acceptance Planning

Objectives:

- Create test scripts based on pre-determined functionality requirements criteria
- Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT) (if applicable)
- Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Planning		
Tasks	**Tyler**	**Customer**
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Provide sample test scripts, as requested	Own	Advise
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide standard training documentation, as available	Own	None
Create customer-specific training or business process documentation	None	Own
Provide System Overview and Administrator training for Power Users (if applicable)	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own

Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Planning Stage Sign Off to Customer	Own	None
Return System Acceptance Planning Stage Sign Off to Tyler	None	Own

Stage 5b – UAT Training

User Acceptance Testing is the most critical part of the implementation process. This testing allows your staff to get into the system and verify that every aspect is correctly designed. The trainer will start each session by teaching the end user functionality of the software, as we want to ensure that all users are comfortable with the subject matter. We will then present how to use the testing scripts and reporting forms. This will ensure your staff will know exactly how to test the software to get the most accurate results. The trainers will also ensure that your staff is trained on how to upload their results into the SharePoint site for Tyler implementation to evaluate and correct. We will be utilizing your testing environment during UAT's.

Objectives:

- Experience the basic functionality of EnerGov
- Examine how to read the Reporting Forms and Guides
- Teach the Users how to test the Enterprise System; including CAP/CSS, IG & eReviews
- How to upload testing results into the SharePoint site
- Provide the foundation for successful software testing
- Each attendee be a person that will make decisions on the configuration and overall functionality of the system for their respective department

Stage 5c – Verification And System Acceptance

Objectives:

- Test and signoff on each delivered business process, suite or component based on criteria and scope
- System ready for production and promoted to a production and/or training environment
- "Ready for production" means that items that are not features enhancement or bugs that will allow the customer to move forward to User Training (Stage 6) and then go-live are addressed

Tasks:

Verification and System Acceptance		
Tasks	**Tyler**	**Customer**
Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations, if applicable	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own

Resolve material System Acceptance Testing issues	Own	Participate
Retest until acceptance criteria developed in Stage 5A are met such that go-live can occur	Participate	Own
Identify out-of-scope configuration changes that do not impact System Acceptance based on predefined scope for post go-live change order	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Customer	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

Deliverable Scope	Deliverable description
5a	System Acceptance Planning
5b	Provide 32 hours of on-site User Acceptance Training
5c-1	System Verification and System Acceptance resolution: resolve configuration issues of the 25 unique EnerGov business transactions in scope
5c-2	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope
5c-3	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope
5c-4	System Verification and System Acceptance resolution: resolve configuration issues of the 20 geo-rules in scope
5c-5	System Verification and System Acceptance resolution: resolve configuration issues of the 20 IO/IAA in scope
5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing

5e	Project Management for Stage

Task Item	Sub Tasks	Description
System Acceptance Planning	**Sub 1**	• Contractor will provide a system acceptance schedule. • Contractor will provide system acceptance criteria. • Contractor will provide a review session for the city of the system acceptance schedule and criteria. • Contractor will provide a written recommendation of test strategies, scenarios and best acceptance practices. • Contractor will provide sample test scripts for each module, functional area, interface, import, report, and business process. o Contractor will provide user guides and reporting forms on how to effectively test the system. o Contractor will provide expert advice on the functionality of the EnerGov application in support of the City's efforts to develop test scripts. o Contractor will provide expert advice specifically related to expected outcomes of each step in the test script. • Contractor will provide sample testing criteria for each test script developed for each module, functional area, interface, import, report and business process. • Contractor will provide collaboratively participate in the process of creating customer specific training and business process documentation. o Contractor will provide a senior level technical consultant to work with the City's PM, SMEs and Application Specialist in the process of creating the business "To Be" Workflows. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a fully configured database for Pre-System Acceptance testing. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to populate the Data Conversion Template Database (DCT-DB) with the latest iteration for System Acceptance Testing. • Contractor will conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to customer. o Contractor will document the test results and provide error resolution recommendations for all errors encountered during testing.

		• Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deploy a fully configured and imported master data base.
Environment Prep	**Sub 2**	• Contractor will provide coordination efforts for determining training logistics. • Contractor will provide an EnerGov training manager to assist the City in developing an End User training schedule that fulfills the intent of scheduling training by functional or subject area.so as to minimize the time end user/staff are away from City operations. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a fully configured database for pre-User Training data import. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to populate the Data Conversion Template Database (DCT-DB) with the latest iteration in preparation for End User Training. • Contractor will conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deploy a fully configured and imported master data base into the Production testing environment.

User Acceptance Training	**Sub 3**	• Contractor will provide 32 hours of UAT training for up to 12 SMEs and power Users who will be the testers of the system.
		• Contractor will provide end user functionality of the EnerGov software.
		• Contractor will provide training on the usage of test scripts.
		• Contractor will provide training on the usage of Reporting Forms.
		• Contractor will provide training on how to upload the results of the tests scripts into the SharePoint site.
		• Contractor will provide a written response as to the test results accuracy and provide an assessment on whether each test script and its functionality is a candidate for further testing or if the results were as expected.
		• Contractor will provide supporting training documentation and guides for each attendee of each class designated as UAT.
		  o Contractor will provide UAT Instructions and Preparation: This guide is discussed before the start of the testing process. This will be done at the very beginning of each class designated as UAT until every person understands the procedures to have a successful testing process.
		  o Contractor will provide the Tyler standard UAT Guides: The UAT Guide is a script that allows the users to thoroughly

		test system functions for each process. The UAT guide will not be a custom script specific for the City. o Should the City choose to create their own custom UAT scripts, Contractor will play an advisory role to support this effort by answering functionality questions or make recommendations. However, the creation of those scripts are solely the responsibility of the City.
System Verification and System Acceptance Testing	**Sub 4**	• During the acceptance testing period, the level of effort expected by the City would be to complete the test scripts assigned to each SME based on the number of transactions that they have. Some SMEs will have more transactions to test than others, therefore their level of effort will be greater and the City should plan for that time commitment during this period. Within a 20 week UAT period, it is expected on average for the Contractor to be onsite once every 4 weeks to ensure the appropriate issues are being resolved. • On-site time during UATs is typically 3 days or 24 hours for each visit. Within a 20 week period, there will be an average of 5 visits which will equate to 120 hours of onsite UAT assistance. This number can fluctuate based on increased or decreased on-site visits based on collaboration between Contractor and the City. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to conduct testing of standard reports. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to test produced integrations. The integrations will be produced by the City utilizing the EnerGov PLM and IVR SDK/API. • Contractor will provide an expert level technical consultant to lead the effort to resolve all System Acceptance Testing issues. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to meet all acceptance criteria by fully re-executing all test scripts that initially encountered issues.
Stage 5 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 6 - User Training

End User Training is the last component of the Implementation process before you go live. This training involves covering every module you will be using and involves any staff/others that will be utilizing the Enterprise System. The trainer will teach your end users functionality of the modules, as we want to ensure that all users are comfortable with the subject matter. We do require an SME (Subject Matter Expect) to be involved in every aspect of the training to ensure that business process questions are answered accurately. During End User training we do suggest that you include training for your staff/others on your business process provided by your Certified Trainers/SME's. We will be utilizing your testing environment during End User Training.

Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer
- End user software functionality of the purchased modules
- SME (Subject Matter Expect) involved in every aspect of training to answer any business process questions.
- Training for your staff/others on your business processes provided by your Certified Trainers/SME's
- Training of your Citizens and Contractors of the functionality of the Citizen Access Portal
- End User Training have Subject Matter Expert's (SME's) in each class to assist with business process questions

Tasks:

User Training		
Tasks	**Tyler**	**Customer**
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Provide standard training documentation, as available	Own	None
Conduct customer training	Own	Participate
Provide business process training to ensure end users understand impact of process/practice changes decided upon during course of implementation	None	Own
If "train the trainer" approach, conduct end-user training	None	Own
Other tasks as identified	Own for respective team	Own for respective team

Deliver User Training Stage Sign Off to Customer	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
6-1	96 hours of on-site End user training performed
6-2	Project Management for Stage

Task Item	Sub Tasks	Description
End User Training	**Sub 1**	• Contractor will provide 3 weeks or 12 days of onsite end user training for the City's 81 users. • Contractor will provide training on every module included in the implementation. • Contractor will provide an agenda and course objectives. • Contractor will provide End User Guides that walk the users through the basics to the more advanced functionality of the system.
Stage 6 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 7 – Production & Production Support

This stage of the EnerGov project is comprised of onsite production and post production support and Consultative advice immediately following the production of the EnerGov software. This is also a Transition period in which EnerGov will transfer from the project team to the EnerGov account services (assigned account manager) realm.

Objectives:

- Conduct final data import cutover
- Conduct final integration deployment
- Tyler to provide on-site production support prior to cutover to Help Desk (Maintenance and Support)
- Comprehensive Onsite Go Live and Post Production Support

- Final Data Conversion Cutover
- Transition to EnerGov Support

Tasks:

Production & Production Support		
Tasks	**Tyler**	**Customer**
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Own	Participate
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personnel are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to Customer	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
7-1	Provide 96 hours of Onsite production support
7-2	Project Management for Stage

Task Item	Sub Tasks	Description

Onsite Production Support	**Sub 1**	• Contractor will provide 3 weeks or 12 days of Go Live support; one week of support before Go Live and 2 weeks after Go Live. • Contractor will provide onsite support for the go live process by answering questions from City End Users, providing follow up training, and resolving issues that may arise. • Contractor will provide a document recording questions from City users and Tyler responses. • Contractor will stipulate which Tyler University courses provide the follow up training needed for comprehension remediation for each attendee.
Stage 7 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Data Conversion

(See tasks associated with data transfer, above)

The following criteria are applied to Data Conversion

Data Format

The customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure, as set forth in the SOW Attachments. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

Data scrubbing/cleansing

Any data scrubbing should be done by the customer prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the EnerGov proposal.

Required Fields

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint. Tyler would write the default value as part of the conversion process.

Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

Parsing data

The data format is defined based on the fields that exist in the EnerGov module (street number and street name, for example). If the customer would like that data to be converted, the customer will have to break out its legacy data so that it matches the EnerGov data fields.

Address Data: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

Calendars & Scheduling

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

Key Project Assumptions

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the customer is responsible for installing newer releases. Release notes are provided for all new versions.

- Customer will maintain primary responsibility for the scheduling of customer employees and facilities in support of project activities.

- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- Tyler personnel shall attend executive project review committee meetings (internal) as needed.
- Out of scope deliverables will only be provided via a change order that is mutually agreed to.

Risk / Mitigation Strategy

Project Schedule

Risk: Impact of various factors on baseline project schedule.

Mitigation: Given the fact that project schedules are working documents that change over the course of the project, Tyler will work closely with the customer to update, monitor, agree, and communicate any required changes to the project schedule.

Activity Focus

Risk: Minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance, or time spent investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both parties must focus squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy Interface Documentation

Risk: During the project, certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should insure that APIs for interfacing to other systems, and/or a customer expert that understands the legacy database, are available to Tyler. If no such documentation or customer expertise exists, the customer will be responsible for coordinating with the third-party vendor to advise Tyler, at a potential additional expense to the customer (although not necessarily from Tyler).

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the customer is hosting any of those products. If the customer will be hosting the Tyler software, then the technology hosting that software should be robust and durable. Technology that barely meets minimum requirements today will be insufficient as the needs of the system grow.

Mitigation: Tyler will assist the customer in determining optimal technology and plans to guard against pre-mature obsolescence. The customer will also complete a hardware survey, initiated by our deployment team, to confirm that the customer's hardware is sufficient for the upcoming implementation.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the customer. Customer personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase (Stage 7), the customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Customer Participation** – Tyler understands that customer staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports.
- **Managing Project Scope** - To implement the project on time and within budget, both the customer must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project Stages described in this Statement of Work. Change Orders for additional items outside the scope must be submitted in advanced and signed by project stakeholders before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Risk management
- Monitoring project budget
- Project Plan management using our expense and time-tracking tool/Excel
- Project document management using SharePoint
- Issue log management and escalation
- Status reporting

- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Customer Governance Structure

By mutual agreement, some project management tasks are shared between the Tyler project team and the customer Project Manager/stakeholders.

Development Tools

Configuration tools (the same ones Tyler will use to implement the system) are built-into the software. The customer has full access to them, and its administrators will be trained on them. EnerGov reports are developed in Crystal Reports, so any changes to customer reports does require a licensed copy of Crystal Reports. The EnerGov system does include a Crystal Report reader, so view-only users do not require a Crystal Reports license.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-Provided Documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Tyler does not expect the customer to general documents that do not exist in the regular course of customer's business. Customer's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project.

Documentation originated by the Customer may include:

- API's for any third-party software system to which the Tyler software will interface and exchange data
- Import data documentation and in a format suitable for import into the Tyler software (please see section titled Data Conversion)
- Workflow documentation on the customer's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Tyler software

Attachment A. Acceptance Sign-off Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Acceptance Sign Off

Client:

Date:

Visit/Deliverable:

Tyler Technologies Use Only

☐ Deliverable does NOT denote a payment milestone

☐ This deliverable denotes a payable milestone.
Amount Due: $0.00

Deliverables	Performed By	Notes
Additional Signoff Notes:		

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Customer Notes:

Attachment B. Change Order Request Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

Narrative Description of Change:

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Customer Roles & Skills Requirements

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Customer Roles/Skills Requirements

Project Collaboration

A successful Tyler enterprise implementation is a collaborative endeavor in which both Tyler Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency's resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Executive Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating a positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Project Steering Committee:

This committee is formed by executive or managerial staff of every affected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CBO / Planning Director / Public Works Director etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.

Customer Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency's project team.

Typical positions: IT or applications support project manager

Responsibilities include:

- Serve as coordinator of the agency's Implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the Tyler Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the Tyler Project Manager.
- Schedule and coordinate project tasks with assistance from the Tyler Project Manager.
- Coordinate agency's Implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor's Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes

Departmental System Administrators:

A user representative for each affected department is typically appointed for the entire lifecycle of the implementation and to serve as ongoing configuration support or "Systems Administrator" post the production phase of the EnerGov system.

Typical positions: Departmental or division subject matter expert and typically a direct member of the business group or of the business applications support group.

Responsibilities include:

- Being trained on the EnerGov .NET system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of Tyler's EnerGov software solution.
- Serve as ongoing departmental or division system configuration support post the production phase of the project

Desired Skills/Experience:

- Proficient in Crystal Reports
- Analytical/Problem Solving Skills
- Experience with other "configurable" enterprise applications such as PeopleSoft, SAP, etc.

Departmental Business Leads:

A user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into Tyler "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.

Technical Lead:

A technical individual from the Information technology group that is responsible for the technical infrastructure support of the implementation and to serve as ongoing technical infrastructure support post the production phase of the EnerGov software system.

Typical positions: Network / IT Administrator

Responsibilities include:

- Primary responsibility for the technical environment during the software implementation
- Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards
- Work with Tyler's technical personnel during implementation
- Maintain the testing and production databases
- Install software updates and releases
- Act as the primary technical resource for troubleshooting technical problems
- Establish and maintain backup, archival, and other maintenance activities

Tyler Technologies Project Team

Project Sponsor

This role is an executive or managerial sponsor within a Tyler Product Line that is ultimately responsible for the success of the project.

Responsibilities include:

- Project oversight/direction assistance.

- Issue resolution as needed.
- Best practice recommendations (Leveraging PMO documented solutions).

TYLER PROJECT MANAGER

The Tyler project manager is ultimately responsible for the success of the implementation. Their responsibilities range from project schedule management, to managing the resources assigned throughout. Specifically their responsibilities include:

- Ensure the project is delivered on time and on budget; work with Client project manager to identify and mitigate risks that will impede the project team from delivering the project on time and on budget.
- Serve as a single point of contact for Tyler project management and issue(s) escalation for the project.
- Communicate and manage expectations for the project as defined in the contract and Project Guidebook.
- Work through the Project Guidebook with the Client project manager.
- Create a project schedule with the Client project manager.
- Schedule Tyler resources.
- Coordinate with Client project manager, major project milestones, including conversions, hardware and software installation, application configuration, parallel testing, trainings and go live.
- Conduct project status meetings with Client project manager to review project progress and outstanding issues.
- Manage project change controls.
- Coordinate transition of client from project to support.

PRINCIPAL IMPLEMENTATION CONSULTANT

The Principal Implementation Consultant will be the most knowledgeable team member when it comes to the Tyler product line. They work closely with the client to ensure that their processes are implemented in a way that is best utilized by the software. Their responsibilities primarily include:

- Industry and Software Expert.
- Drives analysis discussion.
- Approve system definitions.
- Most complex configuration.
- Integration/GAP analysis documentation.

IMPLEMENTATION CONSULTANT

Implementation consultants are responsible for completing documentation and configuration deliverables. The work very closely with the principal implementation consultant to ensure any design concepts are in line with best practices. Their responsibilities include:

- Provide recommendations on configuration (supplementing Principal Consultant).
- Document configuration definitions.
- Configure software based on agreed upon definitions.
- Adjust configuration throughout UATs, Training &Go Live.
- Onsite Go Live Support.

TRAINER

Trainers provide on-site and remote training services to clients during the implementation process. In addition, Software Trainers teach live and web-based classes and may be assigned to conduct business process reviews or gap analyses for clients. Their primary responsibilities include:

- Provide training to client staff on administration and use of Tyler applications.
- Provide user acceptance testing assistance to client.
- Provide go-live assistance to client.
- Assist client and project team members in configuring and setting up Tyler applications.
- Teach web or live-based classes.

DATA & INTEGRATION SERVICES

Data conversion developers are tasked with the responsibility of migrating a client's legacy data into the new Tyler product. with the intent of making this data useful and meaningful. They are also responsible for designing and delivering any interfaces that do not leverage native Tyler Application Programming Interface (API). Their responsibilities include:

- Create legacy data mapping docs.
- Design identified integrations.
- Execute legacy data imports.
- Provide database assistance where needed.

REPORT DEVELOPER

Report developers develop custom reports based on the client's needs as defined by custom report specification documents. Their responsibilities include:

- Assist in analyzing a customer's reporting needs
- Compare samples provide to standard's provided by Tyler
- Create custom report specifications

- Create custom reports (and execute modifications)

SUPPORT TEAM LEAD

The Support Team Lead is responsible for the day-to-day operations of their support team to ensure service goals are met and that clients receive exceptional support. The Support Team Lead is responsible for ensuring that the customer's experience with Tyler is positive and productive and primarily focuses on the following:

- Respond to escalated client issues and negotiate solutions based on client needs and company policies.
- Review product changes and defects with development and provide them with client feedback to improve the overall product.
- Assign work and monitor on-going activities/problems of team members and work with them to assure proper follow up and closure.
- Work with the operations team to monitor team's support metrics and develop plans to help reduce problem areas.

SOFTWARE SUPPORT ANALYST

The Associate Software Support Analyst provides software support and technical assistance to Tyler clients and employees. They are responsible for diagnosing and solving client issues in a timely and courteous manner, working independently or with other Client Services staff to resolve issues with Tyler software products. Their responsibilities include:

- Provides inbound phone, web or email support for customers nationwide.
- Provides technical assistance, direction, support and consulting.
- Resolves customer inquiries and issues regarding software products.

Attachment E. Custom Programming Request Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Custom Programming Request Form

Client:	
Date of Request:	
Contact Name:	
Expiration Date:	(Quote is valid for 30 days)

Feature Request

[Short Narrative Here]

Option 1 – [Custom Programming Item Name], [Hour Estimate]

[Details here]

Tyler Technologies Use Only

		Impact Fee:	$0
Development Hours:	0	Development:	$0
Estimated Release Date:	See Dates Below	Implementation Cost:	$0
Estimated Release Version:	See Dates Below	Training Cost:	$0
		Documentation Cost:	$0
		Total Cost:	$0

R&D Authorization: _____

Sales Rep Authorization: _____ Total Cost: $0

Authorized: _____

Release Schedule

Release Schedule	Estimated Date
[EnerGov Software Beta Release date]	DATE
[EnerGov Software RC Release date]	DATE
[EnerGov Software Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature:	
Name (print):	
Title:	
Date:	

Please sign, date and return by fax:

Tyler Technologies, Inc.

Phone: 888-355-1093
Fax: 678-474-1002

Attachment F. Custom Report and Forms Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

EnerGov Custom Request Form

Fill out this form as completely and with as much detail as possible. Please attach any sample reports or other supporting documentation and be sure to save a copy for your records. The more detail provided, the better the report designer can develop the report without additional follow-up. Not all items will apply to each report; you need only complete those items that are relevant to the request. Exceptions to these requirements may be noted under Additional Details. To save time for a large number of similar report requests, save basic information as a template.

Client Name:	Report Requestor/Point of Contact:	Request Date:

EnerGov Module:
☐Application Management
☐Business License
☐Cashier
☐Code Management
☐Contact Management
☐Impact Management
☐Inspection Management
☐Object Management
☐Permit Management
☐Plan Management
☐Professional License
☐Project Management
☐Rental Prop Management
☐Request Management
☐Tax Remittance System
☐Other

Requested Completion Date:
Priority (1=High, 5=Low)
☐1 ☐2 ☐3 ☐4 ☐5

Report Name:

Report Type: ☐Report ☐Document

Report Description/Business Need:

Request Type: ☐New ☐Modification

Based on Similar or Existing Standard or Custom Report:

Report Target: ☐Client ☐Customer ☐EnerGov

Format Design:

Report Style: ☐Replicate Sample Exactly OR ☐Listing ☐Letter ☐Free Form ☐Certificate ☐Dashboard

Report Orientation:
☐Portrait ☐Landscape

Report Output:
☐Print/PDF ☐ Excel/CSV

Paper Type:
☐Letter ☐Legal ☐Ledger ☐Printed Form ☐Other

Include Print Date/Time:
☐Time ☐Header ☐Left
☐Date ☐Footer ☐Center
☐Right

Include Page Numbers:
☐Page N ☐Header ☐Left
☐Page N of M ☐ Footer ☐ Center
☐Right

Date/Time Formats:
☐MM/DD/YYYY ☐HH:MM?M
☐M/D/YY ☐HH:MM?m
☐MMM D, YYYY ☐H:MM?M
☐MMM, YYYY ☐H:MM?m
☐DD/MM/YY ☐HH:MM
☐MM/DD/YY ☐HHMM (24)

Default Font Information: (Times New Roman, 10 point, Black if not specified):

Font Name: Font Size: Font Color: Black or

Technical Design:

Identify Attached Specifications/Sample Documents (XLS, DOC, PDF, etc.):

Primary SQL Stored Procedure (for existing reports):

EnerGov Parameter:
☐Date Range ☐ Module ID ☐Other

Record Selection Inclusion/Exclusion Filter or Parameters (please put additional filters in the Notes for Developer):
Filter #1 Filter#2 Filter#3

Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐ Dynamic

How Report Data is to be Stored or Grouped (please put additional sort/groupings in the Notes for Developer):
Primary Sort: ☐Group
Secondary Sort: ☐Group
Tertiary Sort: ☐Group

Additional Details	
Notes For Developer:	
QA Instructions/Test Case Scenarios:	
Client Services Notes:	
Client Notes:	
Approvals	
Ready To Develop Checklist	
☐	All static and data elements have been identified in the report specification
☐	All formatting requirements have been identified in the report specification
☐	Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
☐	Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
☐	Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
☐	All custom fields have been created in the client database
☐	All custom fields have been configured on appropriate Additional Info dialogs
☐	All record types, classes, statuses, etc. necessary to the report have been configured
☐	All fees and fee templates necessary to the report have been configured
☐	All address types necessary to the report have been configured
☐	All contact types necessary to the report have been configured
☐	All objects, impact conditions, certifications, and other elements necessary to the report have been configured
☐	All workflow steps and actions necessary to the report have been configured
☐	All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
☐	Client has approved custom report request specification

Specification Report Developer	Specification Date	Estimated Initial Dev/QA Hours	Estimated Initial Dev/QA Cost
Client Services Representative		**Submitted Date**	**Billable Type:** ☐Contracted ☐Purchase Order

Client Approval

I agree that the above and associated documents accurately reflect the requirements for this Custom Report Request.

Client Name _____ Client Signature _____ Date _____

Understanding the EnerGov Custom Report Request Form

The following describes each item on the EnerGov Custom Report Form:

General Information

- **Client Name** – Name of the project client.
- **Report Requestor/Point of Contact** – Name of original customer or Tyler source of report requirements.
- **Request Date** – The date the request form is filled out.
- **EnerGov Module** – Check the box for the module for which the report is being developed.
- **Requested Completion Date** – The date the report has been promised to the customer.
- **Priority** – The importance of the report to the client (high priorities will be completed first).
- **Report Name** – The name the report is to be called (will be used for the RPT and SQL file names).
- **Report Type** – Whether the report is a batch-style report or single case document.
- **Report Description/Business Need** - Describe the purpose or use of the report.
- **Request Type** – Whether request is based on, or modification to, an existing report or a new report.
- **Based On Or Similar To Existing Standard or Custom Report** – Identify an existing report that should be used as a starting point for further development.
- **Report Target** – Indicate if this report is for EnerGov use, internal Client use, or will be delivered to end Customers.

Format Design

- **Report Style** – Whether the report style is a listing format (table), Letter (to be mailed), Form (completed or to be filled out), Certificate (such as license or permit), Dashboard (summary analysis of data) or Exact (identical to the sample report).
- **Report Orientation – Whether the report page orientation is Portrait or Landscape.**
- **Report Output** – Whether report is intended to be read (Print/PDF) or exported (Excel/CSV).
- **Paper Type** – Select the type of paper the report will be printed on (letter, legal, ledger, pre-printed form, or other paper size). If selecting other, please identify in Additional Notes.
- **Include Print Date/Time** – Select whether to include the print date and/or time in the report header/footer and to justify it center, left or right.
- **Include Page Numbers** – Select whether to include Page Number and or Page Total in the report header/footer and to justify it center, left or right.
- **Date/Time Formats – Select the default style of date and time to be used in the report.**
- **Default Font Information – If the default font size, style and color not specified: Times New Roman, 10pt, Black.**

Technical Design

- Identify Attached Specification/Sample Documents - List the file names of additional requirements specifications or sample documents.
- **Primary SQL Stored Procedure – The name of any existing stored procedure to be used for the report.**
- **EnerGov Parameter** – Indicate if the key report parameter is a date range, an EnerGov Module ID or other field.

- **Record Selection Inclusion/Exclusion Filter Or Parameters** – List any filters to include or exclude records, in addition to any EnerGov Parameter, that should be applied to the data record selection or SQL Stored Procedure. If the filter is to be a user-prompted parameter, indicate whether the user will enter a value, select from a list of static values, or select from a dynamic list of values. If more than three, please list in *Notes For Developer*.
- **How The Report Is To Be Sorted or Grouped –** List any primary, secondary or tertiary sorting. Note if the report should be grouped by the sort value. If any group summary totals and/or if more than three sort/group levels are required, please list in *Notes For Developer.*

Additional Details

- **Notes for Developer** – Any additional information that will aid in the design and development of the report.
- **QA Instructions/Test Case Scenarios –** Special testing information to facilitate report testing and validation.
- **Client Services Notes –** Any additional comments about the report for the Implementation Team.
- **Client Notes** – Any additional comments about the report for the client.

Approval

- **Ready To Develop Checklist –** List of items for Implementation to make sure are complete before submitting the Report Request.
  - All static and data elements have been identified in the report specification
  - All formatting requirements have been identified in the report specification
  - Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
  - Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
  - Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
  - All custom fields have been created in the client database
  - All custom fields have been configured on appropriate Additional Info dialogs
  - All record types, classes, statuses, etc. necessary to the report have been configured
  - All fees and fee templates necessary to the report have been configured
  - All address types necessary to the report have been configured
  - All contact types necessary to the report have been configured
  - All objects, impact conditions, certifications, and other elements necessary to the report have been configured
  - All workflow steps and actions necessary to the report have been configured
  - All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
  - Client has approved custom report request specification
- **Specification Report Developer –** The name of the Report Developer assisting in the requirements gathering and report specification.
- **Specification Date –** The date the specification was completed.

- **Estimated Initial Development/QA Hours** – The number of hours expected for initial report development and QA. Revisions and subsequent changes to the specification may require additional hours.
- **Estimated Initial Development/QA Cost** – The expected billable cost for initial report development and QA. Revisions and subsequent changes to the specification may lead to additional billable costs.
- **Client Services Representative** – The name of the Client Services Representative working with the client.
- **Submitted Date** – The date the approved Custom Report Request is submitted to the Report Development Team.
- **Billable Type** – Whether this report is part of a contracted set of development hours, or will be billed against a client purchase order.
- **Client Approval** – Authorization by the client verifying that the report requirements are correct.

Attachment G. DB Data Model and Guide

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Data Conversion for EnerGov Enterprise Server Template DB Data Model and Guide

The tables in the EG_Template db are grouped together and named such that they correspond closely with the structure of the EnerGov core product, which is broken out into different units/modules. Below, each module will contain a listing of the tables, a brief description, and an ERD diagram. All of these ERD diagrams are present within the EG_Template db (under the Database Diagrams folder in SQL Server).

Contact Repository:

contact

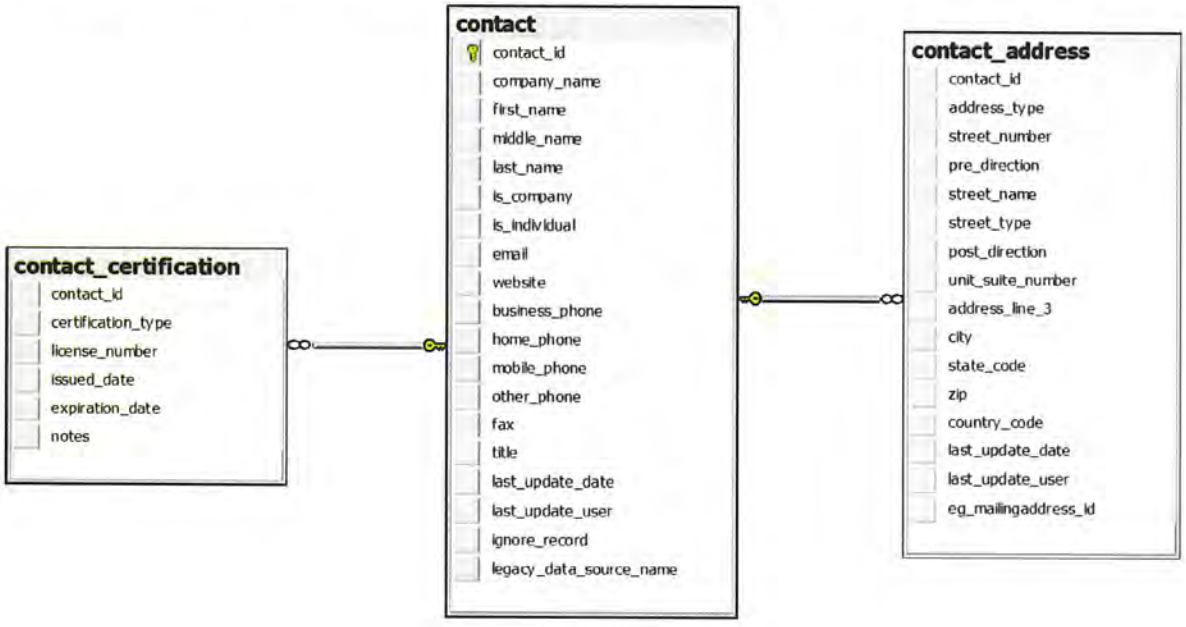
This contains the master list of contacts to convert. Duplicates should be kept to a minimum. The goal would be to have one contact record for each actual person or company. Every module within EnerGov will utilize this same contact master table for its case contacts.

contact_address

The various addresses associated to the contact. Address_type is available to distinguish different addresses (mailing, location, billing, etc.).

contact_certification

This is used to hold certifications or licenses that are desired for historical purposes, but are not being managed in EnerGov with Professional Licensing or Business Licensing.



Professional Licensing:

contact

See Contact Repository.

professional_license

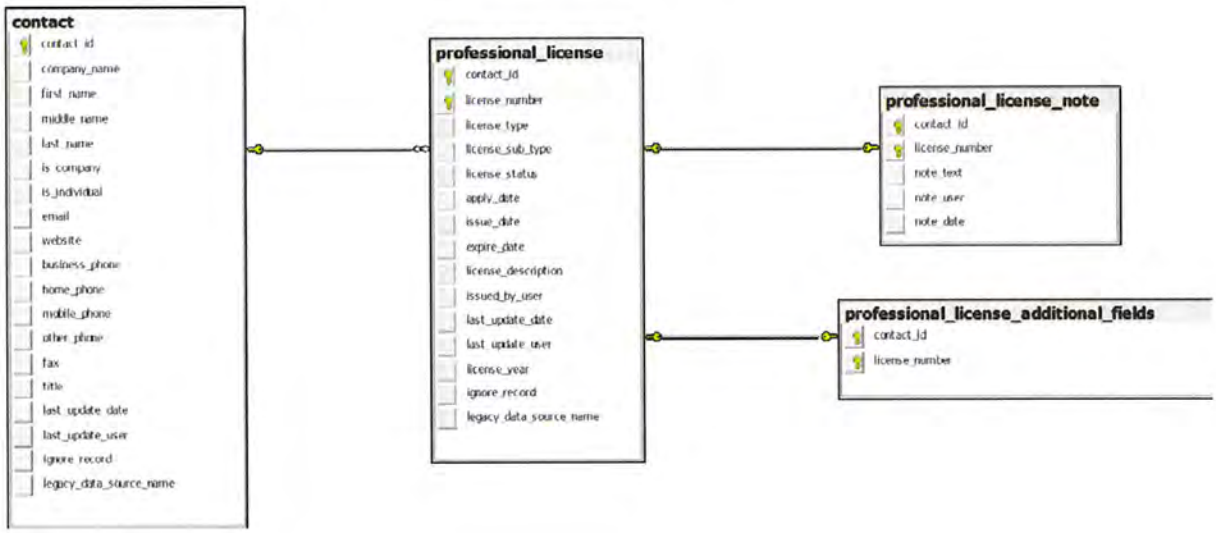
Usually a license related to an individual or contractor of some sort.

professional_license_note

Simply a place for logging memos on the license.

professional_license_additional_fields

Add any other fields which are not provided in the template model.



Business Licensing:

contact

See Contact Repository.

Business

The business table relates 1-to-1 with the contact table. This table simply holds extra attributes of the contact, and allows the contact to interact with the business license module of EnerGov as a business entity.

business_parcel

For integration with GIS, simply provide the parcel number (or PID) of the business location.

business_contact

For business contacts that link up to the master contact repository.

business_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the business record in the legacy db (Applicant, Owner, Manager, President, etc.).

business_inspection

For routine inspections associated to business licenses.

business_license

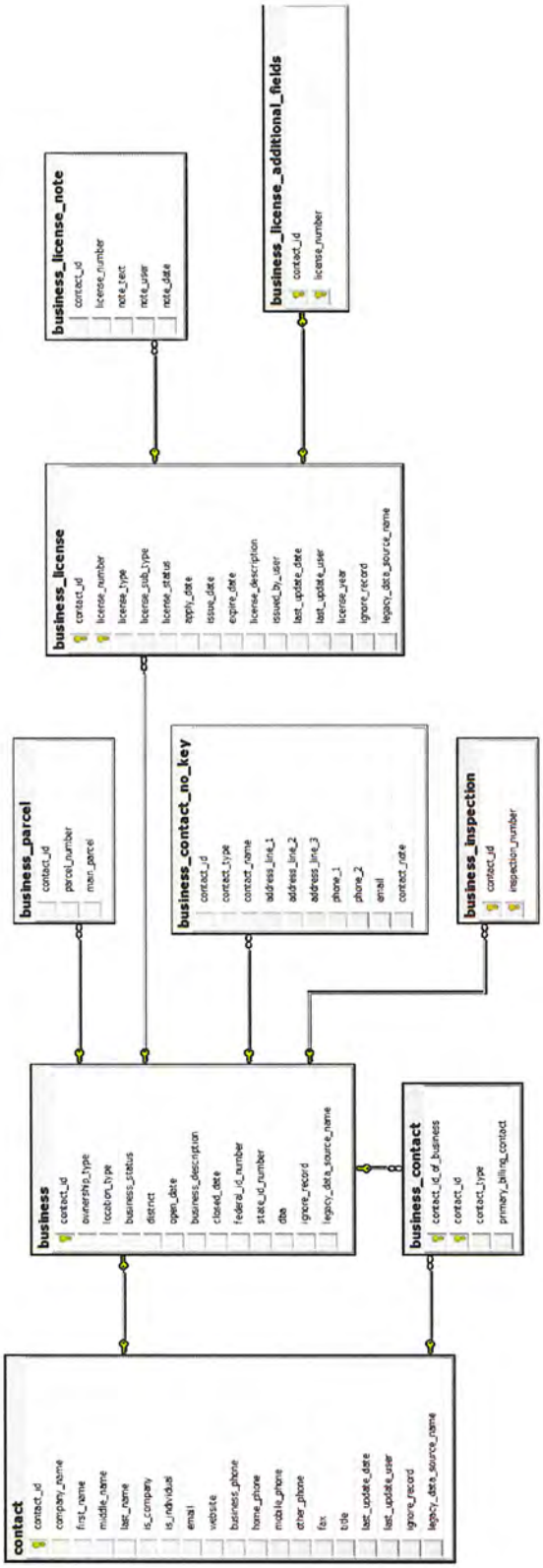
Holds licenses related to a company.

business_license_note

Simply a place for logging memos on the license.

business_license_additional_fields

Add any other fields which are not provided in the template model (at the license level).


business_license_note
contact_id
license_number
note_text
note_user
note_date
business_license_additional_fields
contact_id
license_number
business_license
contact_id
license_number
license_type
license_sub_type
license_status
apply_date
issue_date
expire_date
license_description
issued_by_user
last_update_date
last_update_user
license_year
ignore_record
legacy_data_source_name
business_parcel
contact_id
parcel_number
main_parcel
business_contact_no_key
contact_id
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
business_inspection
contact_id
inspection_number
business
contact_id
ownership_type
location_type
business_status
district
open_date
business_description
closed_date
federal_id_number
state_id_number
dba
ignore_record
legacy_data_source_name
business_contact
contact_id_of_business
contact_id
contact_type
primary_billing_contact
contact
contact_id
company_name
first_name
middle_name
last_name
is_company
is_individual
email
website
business_phone
home_phone
mobile_phone
other_phone
fax
title
last_update_date
last_update_user
ignore_record
legacy_data_source_name

Code Enforcement:

code_case

Self-explanatory.

code_case_address

The various addresses associated to the case. Address_type is available to distinguish different addresses (location, owner, etc.). code_parcel - For integration with GIS, simply provide the parcel number (or PID) of the case location.

code_case_contact

For case contacts that link up to the master contact repository.

code_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Complainant, Owner, Tenant, etc.).

code_inspection

For inspections associated to code cases.

code_case_history_log

If history of updates to the case are really needed, they can be logged here.

code_case_note

Simply a place for logging memos on the case.

code_case_additional_fields

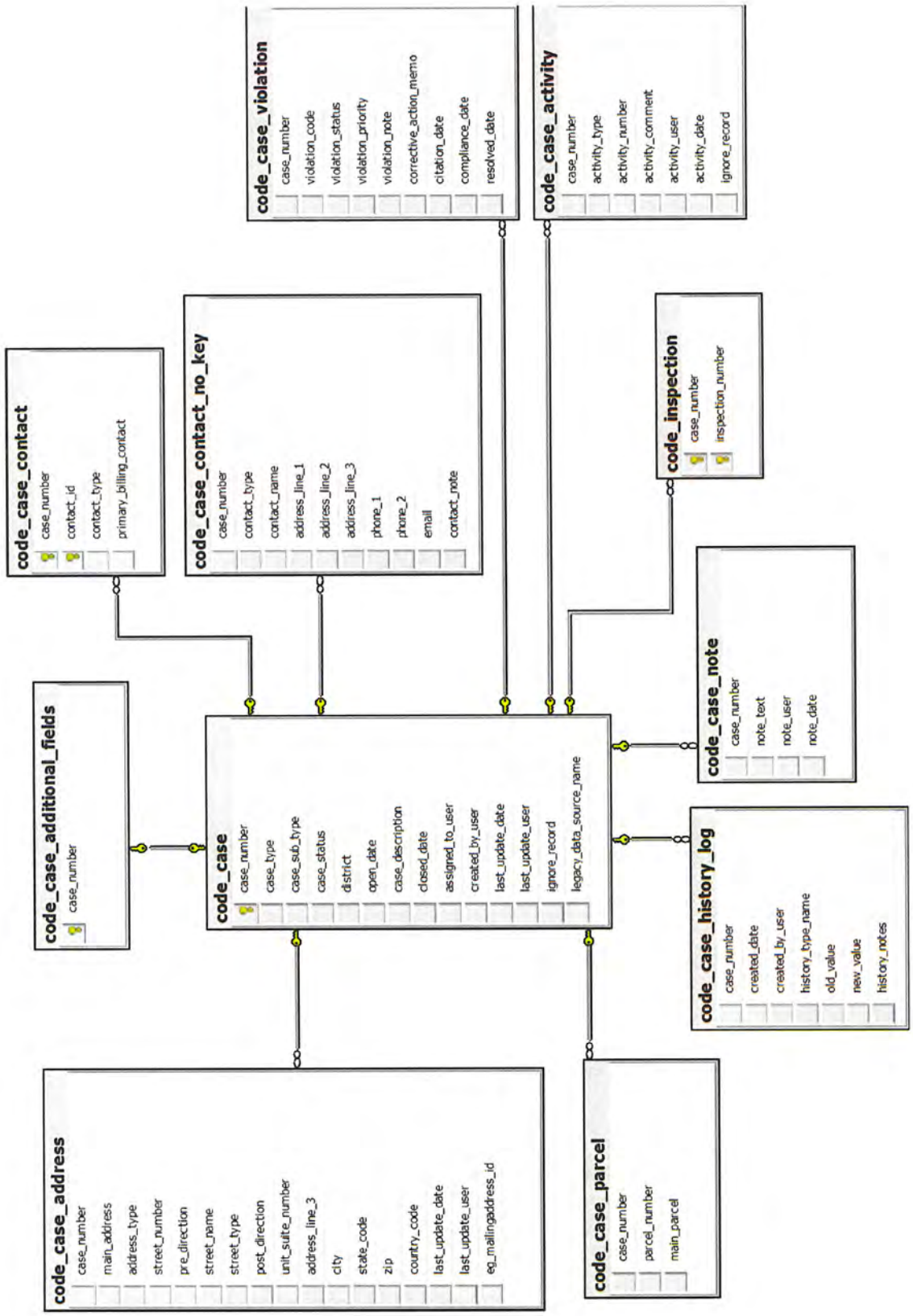
Add any other fields which are not provided in the template model (at the case level).

code_case_violation

Violations associated to the case. These usually reference city/county code numbers.

code_case_activity

A place to log various events that have occurred against the case.


code_case_violation
case_number
violation_code
violation_status
violation_priority
violation_note
corrective_action_memo
citation_date
compliance_date
resolved_date
code_case_activity
case_number
activity_type
activity_number
activity_comment
activity_user
activity_date
ignore_record
code_case_contact
case_number
contact_id
contact_type
primary_billing_contact
code_case_contact_no_key
case_number
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
code_inspection
case_number
inspection_number
code_case_additional_fields
case_number
code_case
case_number
case_type
case_sub_type
case_status
district
open_date
case_description
closed_date
assigned_to_user
created_by_user
last_update_date
last_update_user
ignore_record
legacy_data_source_name
code_case_note
case_number
note_text
note_user
note_date
code_case_history_log
case_number
created_date
created_by_user
history_type_name
old_value
new_value
history_notes
code_case_address
case_number
main_address
address_type
street_number
pre_direction
street_name
street_type
post_direction
unit_suite_number
address_line_3
city
state_code
zip
country_code
last_update_date
last_update_user
eg_mailingaddress_id
code_case_parcel
case_number
parcel_number
main_parcel

Permits:

Permit

Self-explanatory. There is a parent-child relationship available within this table (for sub-permits).

permit_address

The various addresses associated to the permit. Address_type is available to distinguish different addresses.

permit_parcel

For integration with GIS, simply provide the parcel number (or PID) of the permit location.

permit_contact

For case contacts that link up to the master contact repository.

permit_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the permit record in the legacy db (Applicant, Owner, Contractor, etc.).

permit_inspection

For inspections associated to permits.

permit_history_log

If history of updates to the permit are really needed, they can be logged here.

permit_note

Simply a place for logging memos on the permit.

permit_additional_fields

Add any other fields which are not provided in the template model (at the permit level).

permit_activity

A place to log various events that have occurred against the permit.

permit_hold

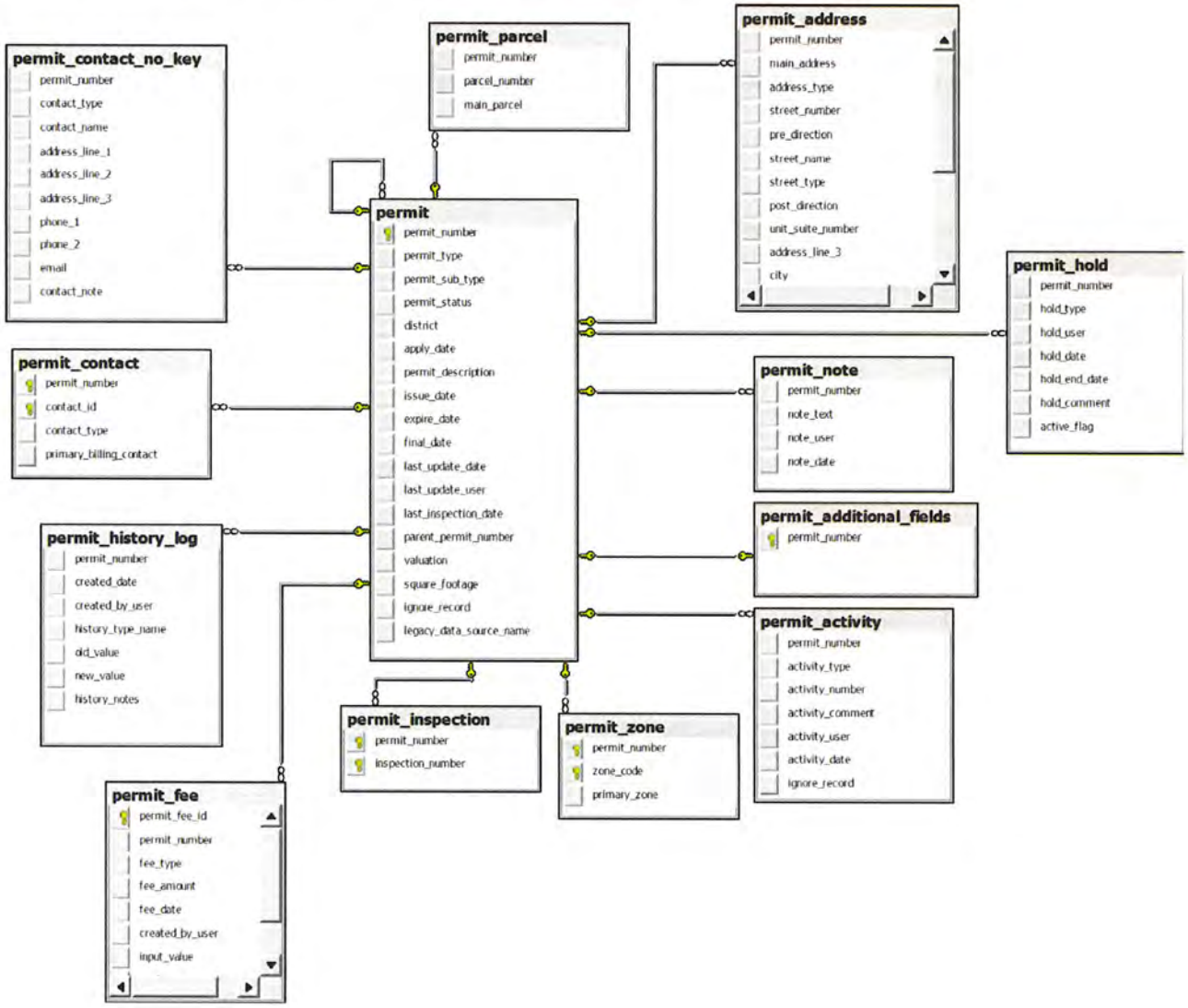
For instances where a stop work, or a hold was/is issued against a permit.

permit_zone

Simply provides a place to link zones to a permit. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

permit_fee

Simply shown for reference here. Also see the Financial Tables section.



Plans:

plan_case

Self-explanatory.

plan_address

The various addresses associated to the case. Address_type is available to distinguish different addresses.

plan_parcel

For integration with GIS, simply provide the parcel number (or PID) of the plan location. Where multiple parcels are on a case, one should be designated as the main parcel.

plan_contact

For case contacts that link up to the master contact repository.

plan_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Applicant, Owner, Contractor, etc.).

plan_inspection

For inspections associated to cases.

plan_history_log

If history of updates to the case are really needed, they can be logged here.

plan_note

Simply a place for logging memos on the case.

plan_additional_fields

Add any other fields which are not provided in the template model (at the case level).

plan_activity

A place to log various events that have occurred against the case. For conversions, reviews would likely go here.

plan_hold

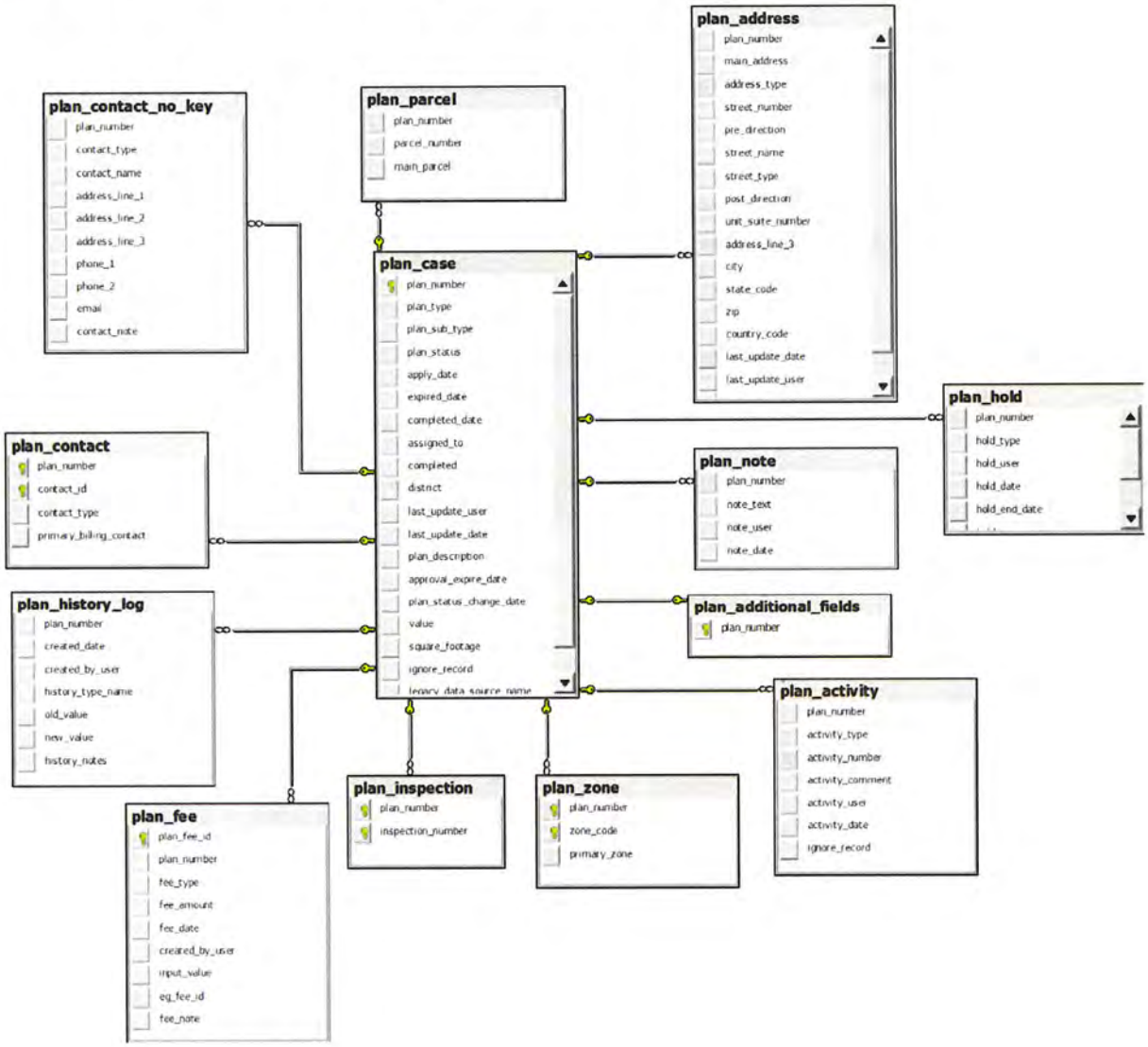
For instances where a stop work, or a hold was/is issued against a case.

plan_zone

Simply provides a place to link zones to a case. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

plan_fee

Simply shown for reference here. Also see the Financial Tables section.



Inspections:

Inspection

This holds the details of each inspection occurrence. Each inspection should be linked to the case that it relates to by using the cross reference tables below.

plan_inspection

For inspections associated to plan cases.

permit_inspection

For inspections associated to permits.

code_inspection

For inspections associated to code cases.

business_inspection

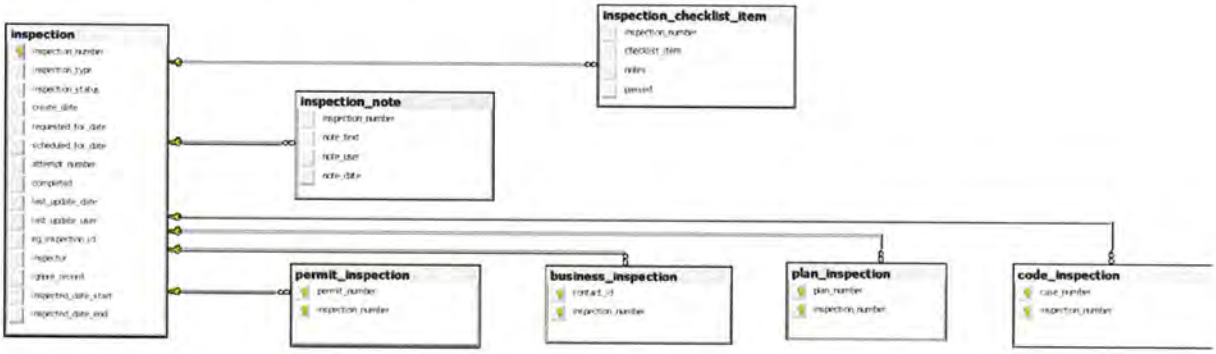
For inspections associated to businesses.

inspection_note

Simply a place for logging memos on the inspection.

inspection_checklist_item

These can be used for categorized checklist info, violations, etc.



Financial Tables:

permit fee

Holds the details for fees associated to permits.

plan fee

Holds the details for fees associated to plans.

payment

Records representing funds received.

payment_reversal

Records representing funds going back to a customer (or voided). The types of transactions here would likely be voids, NSFs, and refunds. These should be linked back to the original payment record that they are reversing.

permit_payment_detail

records the amount applied to each individual fee (line item) within a payment.

plan_payment_detail

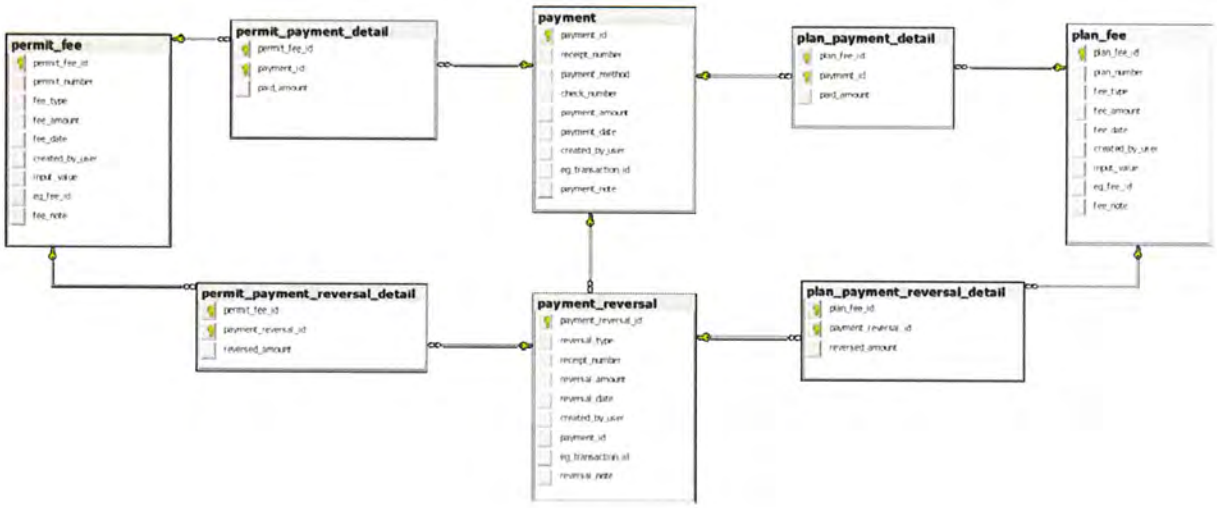
records the amount applied to each individual fee (line item) within a payment.

permit_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.

plan_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.


permit_fee
permit_payment_detail
payment
plan_payment_detail
plan_fee
permit_payment_reversal_detail
payment_reversal
plan_payment_reversal_detail

Attachment H. Data Conversion Process

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Data Conversion Process for EnerGov Enterprise Server (Template DB Option)

Overview:

This document is an intro to the SQL Server EG_Template database and how to populate it.

Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned off into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, there will be various child tables branching out below the master table for that module (ex. 'permit_address', 'permit_note', etc.).

There are tables that cross multiple modules. The most notable of these involve inspections and payment transactions.

Database diagrams have been included in the EG_Template database. These show the tables and their relationships for each module.

Required Fields:

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov db without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Some of these fields are drop-down lists in EnerGov, which means that we will be restricted in the values that we can write to these required fields in the EnerGov db. For drop-down fields, there is no restriction on what can be written in the EG_Template db. So, exact spelling or careful matching to the EnerGov configured values is not an issue for fields that are destined for EnerGov drop-down fields. We will run these through a separate mapping table to translate the values to the appropriate EnerGov value during conversion. These mappings will be negotiated during the development phase of the conversion.

Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within EG_Template. In EnerGov, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), you may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

There are sometimes special features of a legacy system which EnerGov does not account for in the EG_Template db. We may have to work out a custom solution to handle these special cases.

Contacts:

This is always a big topic for data migrations. These generally fall into two categories:

3. Those contacts that were managed with each person/company having one contact record, which is kept up to date over time. As this person/company is associated with records over time (getting a business license, pulling permits, being associated to a code violation), that one contact record is attached to the permit, license, code case, etc. With this model, there is generally no duplication of contact records (except when created by mistake).

4. Contacts where the user keys the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself. So, if a contact has been associated to 10 different permits over time, there would be 10 records with the contact attributes (each one will likely have slightly different values in the various fields like name, address, phone, etc.). With this model, there is considerable duplication of contacts.

In the EnerGov model, contacts are stored as in category 1 above. Those contacts put into EG_Template without a master 'contact' record link (category 2 above) will be migrated into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository.

For example, when populating the permit contacts, those contacts for category 1 should go into the 'permit_contact' table. Those contacts for category 2 should go into the 'permit_contact_no_key' table.

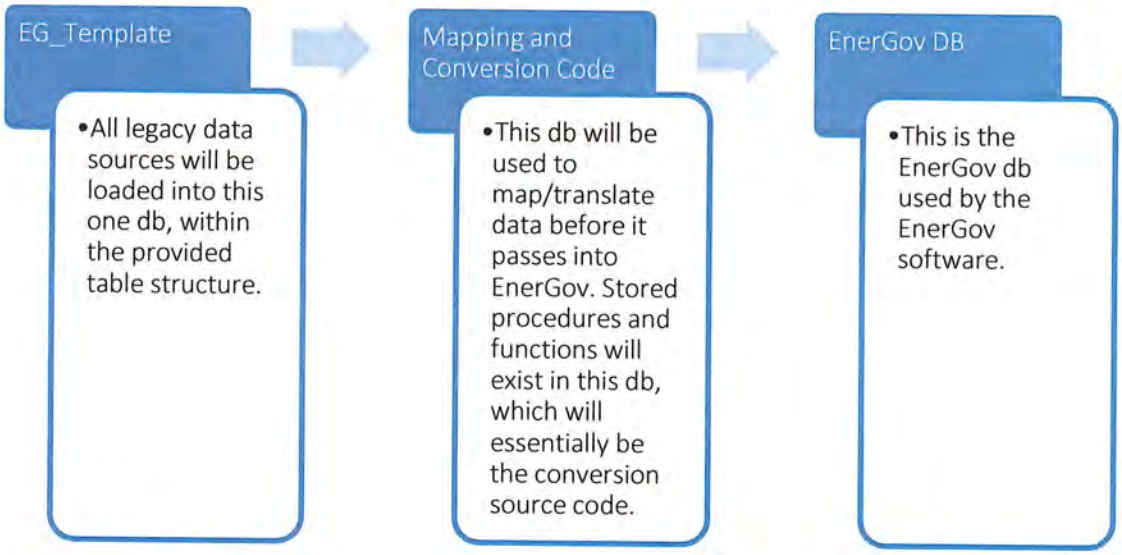
Multiple Legacy Data Sources:

There are usually multiple data sources to convert in a project. The plan is to have all data sources populated into the EG_Template db. At the main table level, there is an optional column where the legacy data source can be populated for reference. This is provided as a way to easily count up or research records originating from a particular legacy data source.

Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables. This is maintained by Tyler's data conversion team. This db takes the data from EG_Tempate, translates it, and populates it into the EnerGov db.



Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

Exhibit E
Schedule 2
Energov Statement of Work

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Exhibit F
Tyler Proposals

Tyler's Proposals to the City of Santa Fe, dated March 4, 2016 for Core Financials, Human Resources and Payroll, and Community Development Functionality, and dated June 9, 2016 for Software and Implementation Services for Community Development System are incorporated herein by reference. Tyler's Proposals referenced herein shall include any Tyler responses to the City of Santa Fe's Request for Clarification.

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Exhibit G
Client's Requests for Proposal

The City of Santa Fe's Requests for Proposals for Software and Implementation Services for Integrated Systems for Core Financials, Human Resources and Payroll, and Community Development Functionality (RFP #16/22/P) and for Software and Implementation Services for Community Development System (RFP #16/42/P), are incorporated herein by reference.

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City of Santa Fe, New Mexico
Memorandum

DATE: August 20th, 2025

TO: Mark Scott, City Manager MS

VIA: Eric Candelaria, ITT Department Director EC

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active Approval for Tyler Technologies, Inc Amendment #2 to Item #17-0381

ITEM & ISSUE:
Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Tyler Technologies, Inc Amendment #2 to Software as a Service Agreement item# 17-0381 which expired on May 31st, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment
The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.
Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott (Aug 20, 2025 20:20:12 MDT)

Mark Scott, City Manager

Eric Candelaria (Aug 20, 2025 18:43:21 MDT)

Eric Candelaria, ITT Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-TTI-GAWX+-25-26

CONTACT NAME: Finn Davis
PHONE (A/C, No, Ext): (617) 999-7893 **FAX (A/C, No):**
E-MAIL ADDRESS: Finn.Davis@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : QBE Specialty Insurance Company	11515
INSURER E :	
INSURER F :	

INSURED
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

COVERAGES **CERTIFICATE NUMBER:** NYC-011255873-26 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10UENBA4DHY	04/01/2025	04/01/2026	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 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10UENBK8G3C	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			10XHUBC1DGX	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ $	25,000,000 25,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WNS88300	04/01/2025	04/01/2026	X 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
D	Professional Liability/Cyber			130001996	06/17/2025	06/17/2026	Limit		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is Additional Insured under the general liability, auto and umbrella policy where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 875040909

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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	**NAMED INSURED** Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Tyler Technologies, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Office Address:	**Remit Address:**
5101 Tennyson Parkway	Box 203556

6 City, state, and ZIP code

Plano, TX 75024	Dallas, TX 75320-3556

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

7 5 – 2 3 0 3 9 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Arlene Stanley **Date** 01/08/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Outlook

RE: Tyler ERP Renewal & Next Step

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Wed 6/18/2025 2:06 PM
To DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>
Cc CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; LUCERO, PATRICK A. <palucero@santafenm.gov>; SALAZAR, NATHAN P. <npsalazar@santafenm.gov>; BOLDEN, JOSEFA X. <jxbolden@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>

1 attachment (50 KB)
OnePennyMemoSPD.pdf;

Good afternoon, Zarifa,

Pursuant to NMSA 1978, Section 13-1-150, General Services contracts may have a term of up to ten years (measured from the original Mayor's signature date to the expiration). As this statute was cited in both the procurement and the resulting contract, an extension is permissible. Please proceed immediately with processing an amendment to extend the contract term so that the total duration equals ten (10) years.

Keep in mind that the packet must go through several steps—including development, legal review, procurement review, contractor review, initial signatures, committee reviews, and Governing Body approval—so timely action is essential.

Looking ahead, please ensure a new procurement is initiated well in advance of the revised expiration date to allow adequate time for transition—including procurement, implementation, training, and any other necessary steps.

Items needed for the amendment packet:

1. Memo
2. Amendment
3. The attached SPD memo
4. This email as a PDF
5. Updated/Current Certificate of Insurance (COI)
6. Original packet (including the original contract and any previous amendments)
    - @OSTER, EMILY K.: The packet is relatively large—may they reference it in the amendment packet instead of including it in full?
6. All other supporting materials (per the roadmap)

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, June 18, 2025 11:03 AM
To: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; LUCERO, PATRICK A. <palucero@santafenm.gov>; SALAZAR, NATHAN P. <npsalazar@santafenm.gov>; BOLDEN, JOSEFA X. <jxbolden@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Subject: RE: Tyler ERP Renewal & Next Step

Zarifa,
The first part of this exercise is for Marcos and me to determine whether the contract can exceed its original term.

Marcos,
I'll go ahead and add a meeting to your calendar so we can review this together. In the meantime, please take a look at the file linked below—it includes the limited documentation I was able to gather.

File: 16-22-P Software Implementation - Munis

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Sent: Friday, June 13, 2025 2:20 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Tyler ERP Renewal & Next Step

thank you for the update.

Thank you,

Eric Candelaria

Director, Information Technology & Telecommunications

Mouton Hall, Midtown

Santa Fe, NM 87504

Cell – 505.470.5963

edcandelaria@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, May 29, 2025 6:29:24 PM
To: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Subject: RE: Tyler ERP Renewal & Next Step

The contract is set to expire on **August 31, 2025**, unless an amendment is processed to extend it.

Please note that only **Legal** and I can determine whether a contract can exceed the term stated in the original contract and procurement. If you believe an extension is necessary beyond August 31, 2025, let me know so we can review and advise accordingly.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Sent: Thursday, May 29, 2025 6:25 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Fw: Tyler ERP Renewal & Next Step

See below

Thank you,

Eric Candelaria

Director, Information Technology & Telecommunications

Mouton Hall, Midtown

Santa Fe, NM 87504

Cell – 505.470.5963

edcandelaria@santafenm.gov

From: Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Sent: Monday, February 17, 2025 3:25:15 PM
To: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Re: Tyler ERP Renewal & Next Step

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening,

I was able to get your contract. In Section F - Terms and Conditions, your term is stated:

> Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

There's more to unpack here than usual. Firstly, you do have automatic renewals included in this verbiage, "this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees."

However, I've never seen this before, "The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals." That does put the expiration at March of 2025 since this contract originated in 2017. I looked up that law to see how it reads, and this website, https://law.justia.com/codes/new-mexico/chapter-13/article-1/section-13-1-150/, says it was amended in 2018:

> **The 2018 amendment,** effective May 16, 2018, increased the maximum term for certain multi-term contracts; and in Subsection A, after "the term shall not exceed", deleted "eight" and added "ten".

I'm obviously not a lawyer, but I would take that to mean that you have two more years before this is an issue. I'm not saying you should wait until then to address it, but at least there's no immediate concern. I'm happy to jump on a call and talk it over with you. I have the most availability on Thursday.

Thanks,

Jeremy Shaw
Account Representative

Book time to meet with me

P: (207) 518-4592

www.tylertech.com

From: Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Sent: Monday, February 17, 2025 3:48 PM
To: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Re: Tyler ERP Renewal & Next Step

Hello,

I just wanted to respond quickly to confirm and put minds at ease, services will not be interrupted.

I should have more for you soon regarding the specifics of your contract.

Thanks,

Jeremy Shaw
Account Representative

Book time to meet with me

P: (207) 518-4592

www.tylertech.com

From: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>
Sent: Monday, February 17, 2025 3:40 PM
To: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Tyler ERP Renewal & Next Step

Good Afternoon,

I was able to call and talk to Jeremy at Tyler, who is our account rep for the ERP system at Tyler.

I have asked Jeremy to do a deep dive into our CoSF Tyler contract and he should be getting back to us in the next day or two. But I do want to highlight a couple of items Jeremy mentioned:

- Auto renew clause- There “should” be an auto renew clause in the contract, but Jeremey is checking and will confirm
- I did get a verbal guaranteed from Jeremy that Tyler will not shut off the ERP or interrupted services to CoSF while we are working through the renewal.

Jeremy, if I am miss-quoting you please let me know in this email chain, just so there is a paper trail.

Please let me know if you have any questions.

Thanks,

Zander Bolyanatz
Project Manager, Information Technology & Telecommunications
Mouton Hall, Midtown
Phone: (505) 955-5512
Email: albolyanatz@santafenm.gov

CITY OF SANTA FE | INFORMATION & TECHNOLOGY

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Susana Martinez
New Mexico Governor

Ed Burckle
Cabinet Secretary

Lawrence O. Maxwell
State Purchasing Agent

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Administrative Services Division
(505) 827-2000
Building Services Division
(505) 476-2425
Property Control Division
(505) 827-2141
Purchasing Division
(505) 827-0472
Risk Management Division
(505) 827-2036
State Printing & Graphic Services Bureau
(505) 476-1950
Transportation Services Division
(505) 827-1958

June 6, 2013

SPD POLICY MEMO #FY13-003

Professional Services with Small Amounts of Non-Professional Services or Goods

This Policy Memo rescinds SPD Policy Memo #FY09-004, dated April 29, 2009, "Professional Services with Small Amounts of Non-Professional Services Components"

Effective immediately, Professional Services contracts containing ANY amount of general services or goods shall be considered general services contracts. General services contracts must be procured and processed for execution (final signature) using the processes and procedures of the State Purchasing Division of the General Services Department.

This policy memo codifies and reflects a coordinated State Purchasing Division and Department of Finance and Administration/Contracts Review Bureau position that has been previously implemented.

Lawrence O. Maxwell
State Purchasing Agent

GB- 350-Tyler_Technologies_Amendment_2_

Final Audit Report 2025-10-14

Created:	2025-10-09
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgrIsySWQy6NSpbUxbon8iNP_ks-R0RTZ

"GB- 350-Tyler_Technologies_Amendment_2_" History

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Honorable Chad D. Chittum
Santa Fe Municipal Court Judge
City of Santa Fe Municipal Court
2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504
(505) 955-5070 Fax (505) 955-5159

Transmittal Memo

TO: City of Santa Fe Finance Committee/City Council/Mark Scott, City Manager/Quality of Life Committee

VIA: Judge Chad Chittum, Municipal Court 9/25/25

FROM: Justine Hines, Paralegal 9/25/25

DATE: 09/25/2025

RE: Request for approval of BAR to add monies to the Municipal Court Budget

---

BACKGROUND & SUMMARY:

The Municipal Court requests approval of the above-mentioned BAR to meet the needs of the court for this fiscal year (FY 25/26).

Municipal Court needs funds due to budget requests that were omitted and reduced in the FY26 budget.

Therefore, we are requesting the approval of the BAR.

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government/Municipal Court	9/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Legal Contracts	1002700	510200		9,000	
Service Contracts	1002700	510310		55,000	
Repair\Maintenance	1002700	520400		1,169	
Office Supplies	1002700	530100		3,690	
Clothing/Linen	1002700	530500		1,550	
Out of State Per Diem	1002700	560200		11,600	
In State Per Diem	1002700	560250		10,500	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 92,509	$ -

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

Use of available General Fund balance to cover budget requests that were ommitted in FY26 budget.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(92,509)
TOTAL:	**(92,509)**

Justine Hines — 9/25/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

9/25/2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

Mark Scott (Sep 25, 2025 17:22:43 MDT)
City Manager *{≤ $60,000}* — Date

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development / Economic Development	8/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Full-Time Temporary Salaries	2122800	500750		$ 325,000	
Grants and Services	2122800	510400		$ 250,000	
Service Contracts	2122800	510310		$ 225,000	
Professional Contracts	2122800	510300		$ 688,933	
Professional Contracts	2122800	510300		$ 96,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$1,584,933	$ -

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

BAR to re-appropriate unused balance of the One-Time Funds received in February 2025 from FY25 to FY26 budget.

Small Business Crime Mitigation & Security Grants $250K

Small Business Development Support $225K

Workforce Development $688,933 ($750K less $61,066

Support Office Rent $96K and Tempary Salary Support $325,000

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Loretta S. Olguin — Prepared By *{print name}* — Date

Johanna Nelson (Aug 22, 2025 12:10:18 MDT) — Aug 22, 2025 — Division Director Signature *{optional}* — Date

Elisa D. Montoya — Elisa D. Montoya (Aug 22, 2025 12:11:35 MDT) — Aug 22, 2025 — Department Director Signature — Date

Andy Hopkins — Aug 22, 2025 — Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **August 22, 2025**

TO: **Governing Body**

Via: **Johanna C. Nelson, Economic Development Director** JN
Elisa D. Montoya, Community Development Director EDM
EDM

FROM: **Loretta Olguin, Business Operations Manager**

ACTION REQUESTED:

Request approval of a Budget Amendment Resolution (BAR) in the total amount of $1,584,933 to re-appropriate the Economic Development FY25 One-Time Funding to the FY26 budget.

ITEM AND ISSUE:

This BAR seeks the reauthorization of the unused balance from FY25 One-Time Funding to be allocated to the FY26 Budget in order to support, strengthen, and diversify Santa Fe's economy through the following initiatives:

1. **Increased Staff Capacity** – $325,000
2. **Small Business Crime Mitigation and Security Grants** – $250,000
3. **Small Business Development Support** – $225,000
4. **Workforce Development Support** – $688,933
5. **Office Rent Support for the Community Services Department** – $96,000

City of Santa Fe, New Mexico
Memorandum

DATE: January 25, 2025

TO: Governing Body

VIA: Randy Randall, Interim Community Development Director RR
Loretta Olguin, Business Operations Manager LSO

FROM: Johanna Nelson, Economic Development Director, Interim Housing Director JN

SUBJECT: One-Time Funding Request for the Office of Economic Development to Support, Strengthen and Diversify Santa Fe's Economy

---

ITEM AND ISSUE:

1. **Increase Staff Capacity:** The Office of Economic Development (OED) requests your review and approval of one-time funding from the available General Fund Balance to create term positions that will enhance the office's capacity to deliver services aligned with the missions of OED and the Community Development Department. Specifically, OED requests funding for an Economic Development Specialist ($125,000), a Financial Empowerment Center Coordinator ($100,000), and the continued support of a Contract and Grant Administrator shared by OED and the Office of Affordable Housing ($100,000).

2. **Small Business Crime Mitigation and Security Grants:** The Office of Economic Development (OED) is requesting one-time funding ($250,000) to establish a grant program aimed at supporting small businesses in implementing crime mitigation and protection measures. This funding will assist businesses in enhancing safety, reducing vulnerability to crime, and fostering a more secure environment for employees, customers, and the community and allow them to grow and expand. The program will be supported by the Community Services Department.

3. **Small Business Development Support:** The Office of Economic Development (OED) is requesting $225,000 in one-time funding to support two key initiatives that will enhance the local economy and strengthen small businesses in Santa Fe. The funding includes $150,000 for a Buy Local Initiative to encourage residents and visitors to prioritize local businesses, and $75,000 for continued support of the South Side Feria, which provides an accessible market space for entrepreneurs and fosters community engagement.

4. **Workforce Development Support:** The Office of Economic Development (OED) is requesting $750,000 in one-time funding to continue supporting programs that strengthen workforce development and bolster the local economy. This includes $250,000 for the Santa Fe Community College Trades and Certifications Program, which equips residents with valuable skills for in-demand careers, and $500,000 for the Santa Fe Public Schools Work-Based Learning Intern Program, which provides students with hands-on experience and pathways to local employment opportunities.

5. **Support Office Rent for Community Services Department:** The Office of Economic Development (OED) is requesting $96,000 in one-time funding to cover the annual office rent paid by OED on behalf of the Community Health and Safety Department. This funding will ensure the continuation

of critical support services provided by Community Health and Safety without impacting OED's ability to fund its own economic development initiatives.

BACKGROUND AND SUMMARY:

1. **Increase Staff Capacity:** We are requesting $325,000 to support three term positions: an Economic Development Specialist ($125,000), a Financial Empowerment Center Coordinator ($100,000), and the continuation of a Contract and Grant Administrator shared with the Office of Affordable Housing ($100,000). These positions are essential to addressing growing service demands and ensuring OED can effectively deliver on its mission to foster economic growth, financial empowerment, and housing stability.

   This allocation will significantly increase OED's capacity to serve the community by supporting businesses, advancing workforce initiatives, and securing external funding. Additionally, the funding will enhance administrative support to ensure program stability and continuity, benefiting residents and the broader community for years to come.

   - **Economic Development Specialist – South Side:** This position will provide dedicated business support services to residents and businesses on the South Side of Santa Fe.
   - **Financial Empowerment Center Coordinator:** This role will manage and support the Financial Empowerment Center, funded by a current OED grant, to deliver financial literacy programs to Santa Fe residents.
   - **Contracts and Grants Administrator:** This position will assist both the Office of Economic Development (OED) and the Office of Affordable Housing (OAH) in managing and administering over $6 million in grants and contracts.

2. **Small Business Crime Mitigation and Security Grants:** OED is requesting $250,000 to establish a grant program focused on crime mitigation and security protection for small businesses in Santa Fe. The program will provide financial support for security improvements such as enhanced lighting, security cameras, locks, and other protective measures that reduce vulnerability to crime. By addressing these safety concerns, the program will help businesses create safer environments for their employees, customers, and neighborhoods while fostering economic stability and growth.

   This initiative aligns with OED's mission to support the local business community and strengthen Santa Fe's economic landscape. By collaborating with the Community Services Department, the program will leverage shared resources and expertise to maximize impact. Ensuring the safety of small businesses is essential to their ability to operate, grow, and contribute to the local economy, and this grant program represents a proactive step toward addressing this need.

3. **Small Business Development Support:** The proposed $150,000 *Buy Local* Initiative aims to promote and incentivize shopping at local businesses through targeted marketing campaigns, events, and collaborations with local business owners. This initiative will increase awareness of the benefits of shopping locally, helping small businesses recover and grow while keeping economic activity within the Santa Fe community.

   Additionally, $75,000 is requested to continue supporting the South Side Feria, a successful community-driven market that provides opportunities for small businesses and entrepreneurs to showcase their goods and services. The Feria also serves as a hub for cultural celebration and engagement, strengthening community ties and supporting economic activity on the South Side of Santa Fe. Together, these initiatives will provide vital support to small businesses, increase consumer engagement, and bolster the local economy.

4. **Workforce Development Support:** The Office of Economic Development (OED) has identified one-time funds available to sustain key workforce development programs that are vital to the long-term

economic health of Santa Fe. The Santa Fe Community College Trades and Certifications Program supports residents in acquiring technical skills and professional certifications in high-demand trades, addressing local workforce shortages and enabling participants to secure well-paying jobs. The requested $250,000 will ensure the program continues to provide accessible training opportunities for Santa Fe's workforce.

The Santa Fe Public Schools Work-Based Learning Intern Program connects high school students with local businesses for internships, giving students practical experience, career exploration opportunities, and a direct pathway to employment in Santa Fe. The requested $500,000 will allow the program to expand, benefiting more students and businesses while fostering a stronger connection between education and the local economy. Together, these initiatives will enhance the skills of Santa Fe's workforce, support small businesses, and create sustainable economic growth for the community.

5. **Support Office Rent for Community Services Department:** The Office of Economic Development (OED) currently covers the annual office rent for the Community Health and Safety Department, which provides essential services that directly benefit the Santa Fe community. The requested $96,000 will ensure that rent expenses are covered for the year, allowing Community Health and Safety to focus resources on delivering critical programs and services.

   By covering this expense, OED has played a key role in supporting the work of Community Health and Safety, which contributes to the overall well-being and stability of the community. Securing this funding will allow OED to maintain this financial support while continuing to focus on its mission to bolster economic growth and sustain key initiatives for Santa Fe's businesses and residents.

FUNDING SOURCE: FY25 Mid-Year Funding Allocation from General Fund 100

1. **Increase Staff Capacity:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 500750
Amount: $325,000

2. **Small Business Crime Mitigation and Security Grants:**

Fund Name/Number: Economic Development/212

Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510400
Amount: $250,000

3. **Small Business Development Support:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510310
Amount: $225,000

4. **Workforce Development Support:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510300

Amount: $750,000

5. **Support Office Rent for Community Services Department:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510300
Amount: $96,000

ATTCHMENTS:
BAR

Signature: Johanna Nelson (Feb 5, 2025 19:17 MST)

Email: jcnelson@santafenm.gov

Signature: Loretta S. Olguin

Email: lsolguin@santafenm.gov

Signature: Randy Randall (Feb 10, 2025 08:24 MST)

Email: rrandall@santafenm.gov

Account Inquiry [CITY OF SANTA FE] LC

Close | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-500750-	
Org	2122800	EconDevOps	Acct name	Salaries (Temporary)	Account Notes
Object	500750	Sal Temp	Type	Expense	Status: Active
Project			Rollup		
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	325,000.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	325,000.00	.00	.00	.00
Actual (Memo)	.00	.00	4,171.50	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	325,000.00	.00	-4,171.50	.00
Percent used	.00	.00	.00	.00

31 of 106

Display detail information for current account.

Account Inquiry [CITY OF SANTA FE] LO

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Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510400-	
Org	2122800	EconDevOps	Acct name	Grants and Services	Account Notes
Object	510400	GrantsSvcs	Type	Expense	Status Active
Project			Rollup	ECDOC	EconomicDevelopmentOpsCNT
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	975,000.00	.00	733,000.00	29,175.00
Transfers In	650,000.00	1,005,000.00	597,025.19	.00
Transfers Out	-787,415.00	-30,000.00	-695,774.19	.00
Revised Budget	837,585.00	975,000.00	634,251.00	29,175.00
Actual (Memo)	272,135.47	570,181.96	568,829.13	47,968.00
Encumbrances	165,000.00	.00	.00	-165,000.00
Requisitions	.00			.00
Available	400,449.53	404,818.04	65,421.87	146,207.00
Percent used	52.19	58.48	89.69	-401.14

55 of 106

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Account Inquiry [CITY OF SANTA FE] LO

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Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510310-			
Org	2122800	EconDevOps	Acct name	Service Contracts	Account Notes		
Object	510310	Svc Cntr	Type	Expense	Status	Active	
Project			Rollup	ECDOC	EconomicDevelopmentOpsCNT		
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	235,500.00	954,453.00	.00	204,225.00
Transfers In	516,500.00	60,000.00	.00	.00
Transfers Out	-111,500.00	-700,000.00	.00	.00
Revised Budget	640,500.00	314,453.00	.00	204,225.00
Actual (Memo)	373,318.21	287,455.52	3,050.42	31,234.92
Encumbrances	1,432.14	.00	.00	74,565.84
Requisitions	.00			372.72
Available	265,749.65	26,997.48	-3,050.42	98,051.52
Percent used	58.51	91.41	.00	51.99

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Display detail information for current account.

Account Inquiry [CITY OF SANTA FE] LO

Close | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | 0 Attach | D Detail | M Months | S Seg Find | T Totals | P Project Strings | U User Defined Fields

Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510300-	
Org	2122800	EconDevOps	Acct name	Professional Contracts	Account Notes
Object	510300	Prfsl Cntr	Type	Expense	Status Active
Project			Rollup	ECDOC	EconomicDevelopmentOpsCNT
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	356,250.00	.00	.00	346,897.00
Transfers In	3,110,668.00	475,000.00	.00	.00
Transfers Out	-842,222.00	-4,000.00	.00	.00
Revised Budget	2,624,696.00	471,000.00	.00	346,897.00
Actual (Memo)	546,921.26	269,662.42	.00	332,308.92
Encumbrances	1,292,726.85	.00	.00	-1,116,765.61
Requisitions	.00			.00
Available	785,047.89	201,337.58	.00	1,131,353.69
Percent used	70.09	57.25	.00	-226.14

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Display detail information for current account.

City of Santa Fe New Mexico
Memorandum

DATE: September 29. 2025

TO: Andy Hopkins, Budget Officer *Andy Hopkins*

FROM: Roberta Catanach, Project Administrator, Office of Affordable Housing *RC*

ACTION REQUESTED:
Approve the FY 25-26 Budget Adjustment Resolution (BAR) in the amount of $168,568 (Org/Obj 1002750.510400)

ITEM AND ISSUE:
The purpose of this BAR is to re-appropriate/carry forward the remaining General Fund (GF) FY 24-25 Budget totalling $168,568

This BAR will be used to provide Homebuyer/owner support services to the residents of Santa Fe with low to moderate incomes.

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development / Affordable Housing	9/29/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Subsidy Unallocated	1002750	510400		168,568	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 168,568	$ -

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

BAR is to carry forward unused FY25 Funds to FY26

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

Roberta Catanach — 9/29/2025
Prepared By *{print name}* — Date

Elisa Montoya — Elisa Montoya — Sep 30, 2025
Elisa Montoya (Sep 29, 2025 18:21:34 MDT)
Division Director Signature *{optional}* — Date

Faviola Chavez — Faviola A. Chavez — Sep 30, 2025
Faviola A. Chavez (Sep 30, 2025 07:35:13 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins — Sep 30, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Account Inquiry [STATE OF GRANITE]

Org	1002750	Hsg Admin	Acct na
Object	510400	GrantsSvcs	Type
Project			Rollup
			Sub-Rc

4 Year Comparison | Current Year | History

Yr/Per 2025/01	Fiscal Year 2025
Original Budget	431,250.00
Transfers In	.00
Transfers Out	-26,765.00
Revised Budget	404,485.00
Actual (Memo)	206,261.80
Encumbrances	29,654.89
Requisitions	.00
Available	168,568.31
Percent used	58.33

CITY OF SANTA FE

The Purchasing Memo

Date: June 25, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Johanna C. Nelson, Interim Director, Office of Affordable Housing

Via: Johanna C. Nelson, Interim Director, Office of Affordable Housing Johanna Nelson (Jun 29, 2025 21:47 MDT)

Subject: To provide homebuyer/owner support services

Vendor Name: Homewise

Munis Vendor Number: 2481

ITEM AND ISSUE:

Office of Affordable Housing respectfully requests your review and approval of a Amendment #3 to Contract Number 3203480 with Homewise to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment #3 – increases compensation by $190,000, for a total funding amount of $760,000 and extending the term from June 30, 2025 to June 30, 2026.

CONTRACT NUMBER:

The FY22-23 - Munis contract number is 3203480

The City of Santa Fe has a long history of contracting with local, non-profit housing agencies to provide homeownership support services. Homewise has provided these services for City over the last 25 years, with consistent, high-performing results. In addition, Homewise assists the City to administer the Santa e Homes program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: 1002750

Munis Object Name/Number: 510400

Budget Officer / Designee: Andy Hopkins **Date:** 08/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: Homewisse and The Housing Trust. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD- certified counseling agency for Home Equity Conversation Mortgage (HECM), also know as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of services providers for their homebuying and homeownership needs. The funding amount are broken down more or less proportionately to the numbers serviced by each organization

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/20/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

If Amendment:
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract#3203480
Original Contract Item# 22-0375
RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICE AGREEMENT
ITEM# 23-0453; 23-0453; 24-0425

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 12, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Homewise, Inc**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $190,000, so that it reads as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed seven hundred sixty thousand dollars ($760,000), including gross receipts tax. The New Mexico gross receipts tax ("NMGRT") will be paid at the rate of 8.1875%. The total amount payable to the Contractor under this Agreement, including NMGRT and expenses, shall not exceed ($760,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its

place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2026 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
HOMEWISE

Elena Gonzales 06/18/2025
_____
ELENA GONZALES
CHIEF OPERATING OFFICER

CRS# 02-062377-00-1

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 20, 2025 09:09 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

1002750.510400
Org. Name/Org.#

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Premier Insurance Company — 13675 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CLP8361218	5/23/2025	5/23/2026	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CLP8361218	5/23/2025	5/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CXS9657964	5/23/2025	5/23/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5950132	12/3/2024	12/3/2025	X 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
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Aggregate	3,000,000

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

*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL2227695.24 - Eff: 5/23/2024 - 10/23/2025 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2024 - 10/1/2025 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

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

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AGENCY CUSTOMER ID: HOMEINC-05 JLUCERO1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923803 - Eff: 12/3/2024 - 12/3/2025 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2024 - Eff: 10/4/2024 - 10/4/2025 - Coalition Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

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Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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City of Santa Fe

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

BUSIN

Business Name: HOMEWISE
DBA: HOMEWISE

Business Location: 1301 SILER RD D
SANTA FE, NM 87501

CRS Number: 02-062377-00

Owner: HOMEWISE

License Number: 223754

License Type: Business Lice

Issued Date: February 19, 2025

Classification: Business Reg

Expiration Date: February 19, 2026

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION P
APPROPRIATE PERMITS MUST B
OF SANTA FE BUILDING PERMIT
COMMENCEMENT OF ANY CON
INSTALLATION OF ANY EXTERIO

THIS REGISTRATION/LICENSE IS
OTHER BUSINESSES OR PREMISE

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 6/18/2025

Project Title: Homewise - Home Buyer Assistance AMEND#3

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: AFH2324030

Grant ID: N/A

Approved By: ERIKA LUJAN

CT 6/26/25 (Finance Use Only)

Department: Office of Affordable Housing Project Manager: Johanna C. Nelson Ext: 6346

Project Date Range: 7/1/2025 to 6/30/2026 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: General Fund % of Funding: 100%

MUNIS ORG: 1002750 MUNIS OBJ: 510400 Awarded Amount: $760,000

Funding Source: (MUNIS 3203480 A3) % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: ORIGINAL 7/12/2023 380K, A3-2ND INCREASE COMP, 2ND TERM EXTENSN

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Contractual/subsidy MUNIS ORG: 1002750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

City of Santa Fe, New Mexico

memo

Date: July 17, 2026

To: Mark Scott, City Manager Mark Scott (Aug 8, 2025 17:28:08 MDT)

Via: Johanna C. Nelson, Interim Director for Office of Affordable Housing Johanna Nelson (Aug 11, 2025 14:12:14 MDT)

From: Roberta Catanach, Project Administrator

RE: Retroactive Approval for two amendments: Homewise and Housing Trust

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REQUEST

Approve two contract amendments to be made effective retroactively as of July 1, 2025 for Homewise and Housing Trust (Org: 1002750 and Obj: 510400). These contracts provide homebuyer support services, create affordable housing for Santa Feans, and provide support to the City for its affordable housing policies and the Santa Fe Homes Program (SFHP)

1. Homewise - $190,000
2. Housing Trust - $110,000

These two contracts expired on June 30, 2025 and I didn't get them processed in time before the end of the fiscal year due to short staffing.

City of Santa Fe, New Mexico
Memorandum

DATE: **June 12, 2024**

TO: **John W Blair, City Manager**

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

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ITEM AND ISSUE:
Request for the Approval of Amendment #2 of a Professional Services Agreements (PSA) between the City of Santa Fe and Homewise to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment increases compensation by $190,000, for a total funding amount of $570,000.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
3203480

FUNDING SOURCE:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510500

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 3 awarded through RFP #22/40/P**.** The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support**.**

Item# 24-0425
Munis Contract# 3203480
Original Contract Item# 22-0375
RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 23-0375

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 12, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Homewise, Inc**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A Under the terms of the Contract, Contractor has agreed to provide homebuyer assistance for low- and moderate-income households.

B. Pursuant to Article 13 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $190,000, so that it reads as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed five hundred seventy thousand dollars ($570,000), including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($570,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend

for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 27, 2024 16:11 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
HOMEWISE

Daniel Slavin
Daniel Slavin (Jun 12, 2024 12:28 MDT)

DANIEL SLAVIN
CHIEF FINANCIAL OFFICER
& REAL ESTATE DEVELOPER
OFFICER

CRS# 02-062377-00-1

Registration # 223754

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 12, 2024 13:02 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HOMEWISE
DBA: HOMEWISE

Business Location: 1301 SILER RD D
SANTA FE, NM 87501

CRS Number: 02-062377-00

Owner: HOMEWISE

License Number: 223754

License Type: Business License - Renewable

Issued Date: January 23, 2024

Classification: Business Registration - Standard

Expiration Date: January 23, 2025

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203480 Procurement # (RFP/ITB# If any):

Contractor: Homewise

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Provide homebuyer assistance for low-moderate income households

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: Upon Approval Term End Date: 06/30/2025 Total Contract Amount: $570,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: Contract

1.b Amendment #: 2 to the Original Contract/Lease # 22-0375

Increase/(Decrease) Amount $: $190,000

Extend Expiration Date to: 06/30/2025

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: Increase compensation by $190,000; extend term to 06/30/2025

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original:$190,000(Item#22-0375
Amendment#1:Extend term to 06/30/2024; increase compensation by $190,0000 (Item $23-0453)
Amendment #2: Extend term to 06/30/2025; increase compensation by $190,000

3. Procurement History: RFP: 22/40/P

Purchasing Officer Review: Date: Jun 17, 2024

Comment & Exceptions:

4. Funding Source: 100 **Org / Object:** 1002750.510400

Andy Hopkins
Budget Officer Approval: Date: Jun 17, 2024

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Roberta Catanach Phone #: 505-955-6421

To be recorded by City Clerk:
Clerk #
Date of Execution:

Email: rlcatanach@santafenm.gov

ITT Representative (attesting that all information is reviewed) Title Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2024

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Company	20230
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Homewise Inc
1301 Siler Rd Building D
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CLP8361218	5/23/2024	5/23/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CLP8361218	5/23/2024	5/23/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			CXS9657964	5/23/2024	5/23/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		5950131	12/3/2023	12/3/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	FF Excess Liability			MKLV7EUE101407	5/23/2024	5/23/2025	Each Occurence	3,000,000
C	FF Excess Liability			MKLV7EUE101407	5/23/2024	5/23/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL2227695.24 - Eff: 5/23/2024 - 10/23/2025 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2023 - 10/1/2024 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate
SEE ATTACHED ACORD 101

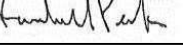
CERTIFICATE HOLDER

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



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AGENCY CUSTOMER ID: HOMEINC-05 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923801 - Eff: 12/3/2023 - 12/3/2024 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2023 - Eff: 10/4/2023 - 10/4/2024 - Coalition Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

-

Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2**. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of “employee” and “suit” is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word “fire” is changed to “fire, sprinkler leakage or explosion” where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c**. through **n**. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

“Property damage” to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of “your work”.

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

SECTION I - COVERAGES, Coverage A, Exclusion **l**. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2**. and **3**. of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C**. for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1**. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2**., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2**. Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

CITY OF SANTA FE **Contract # 3203480**
AMENDMENT No. 1 TO **Item # 23-0453**
PROFESSIONAL SERVICES AGREEMENT
ITEM#22-0375

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 12, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and **Homewise, Inc** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to provide homebuyer assistance for low- and moderate income households.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $190,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed three hundred eighty thousand dollars ($380,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($380,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not**

intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is hereby Amended to read as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2024 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

Alan Webber (Jul 3, 2023 15:24 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 3, 2023

CONTRACTOR:
HOMEWISE, INC

Daniel Slavin
Daniel Slavin (May 6, 2023 14:16 MDT)

DANIEL SLAVIN
CHIEF FINANCIAL OFFICER
& REAL ESTATE DEVELOPER
OFFICER

DATE:

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK
GB MTG 06/28/2023

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 4, 2023 09:19 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jul 3, 2023 13:45 MDT)

EMILY OSTER
FINANCE DIRECTOR

1002750.510400 AH
ORG/OBJ

City of Santa Fe, New Mexico
Memorandum

DATE: **April 24, 2023**

TO: **Governing Body, June 28, 2023**
Quality of Life Committee, June 21, 2023
Finance Committee, June 20, 2023

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

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ITEM AND ISSUE:
Request for the Approval of Amendment #1 to the Professional Services Agreements (PSA) between the City of Santa Fe and the Homewise to provide homebuyer/owner support services to residents of Santa Fe with low- and moderate incomes. The amendment extends the term of the contract for another year and adds compensation in the amount of $190,000 for a total compensation amount of $380,000.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. Homewise has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, Homewise assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
#3203480

FUNDING SOURCE:
Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 2 awarded through RFP #22/40/P**.** The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support**.**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203480**

Contractor: **Homewise (General Fund)**

Description: **Provide homebuyer assistance for low-moderate income households**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **Upon Approval** Term End Date: **06/30/2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # Item #22-0375

Increase/(Decrease) Amount $ 190,000

Termination Date to:6/30/24

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments) **Original Contract: $190,000 - (Item #22-0375)**
Amendment #1 - Extending Term to 06/30/2024; increasing compensation BY $190,000

3. **Procurement History:**

Purchasing Officer Review: Jun 1, 2023 Date:

Comment & Exceptions: Extending term adding comp

4. **Funding Source:** **100** **Org / Object:** **1002750.510400**

Andy Hopkins
Andy Hopkins (Jun 1, 2023 10:05 MDT)

Budget Officer Approval: Jun 1, 2023 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

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

BUSINESS REGISTRATION

Business Name: HOMEWISE
DBA: HOMEWISE

Business Location: 1301 SILER RD D
SANTA FE, NM 87501

CRS Number: 02-062377-00-1

Owner: HOMEWISE

License Number: 223754

License Type: Business License - Renewable

Issued Date: December 08, 2022

Classification: Business Registration - Standard

Expiration Date: December 08, 2023

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Homewise

Procurement Title: RFP #22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☐	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Roberta Catanach	Contract Administrator	4/20/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Jun 1, 2023
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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Premier Insurance Company — 13675 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CLP8361218	5/23/2023	5/23/2024	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			CLP8361218	5/23/2023	5/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CXS9657964	5/23/2023	5/23/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N / A If yes, describe under DESCRIPTION OF OPERATIONS below			5950130	12/3/2022	12/3/2023	X 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
C	FF Excess Liability			MKLV7EUE101037	5/23/2023	5/23/2024	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE101037	5/23/2023	5/23/2024	Aggregate	3,000,000

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

*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL2227695.23 - Eff: 5/23/2023 - 5/23/2024 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2022 - 10/1/2023 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

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

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AGENCY CUSTOMER ID: HOMEINC-05 SMONCAYO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923800 - Eff: 12/3/2022 - 12/3/2023 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

.

Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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Item# 22-0375
Munis Contract# 3203480

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Homewise, Inc**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-99 A.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City:

A. Provide homebuyer assistance for low- and moderate-income households. This includes but is not limited to:

1) Providing comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financing;
2) Offering homebuyer education and training that focuses on assessing financial situations and setting goals; developing workable budgets, understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; and learning ways to save and evaluate spending in order to meet personal financial goals; obtaining a mortgage, understanding the home purchase transaction and post-purchase insights;
3) Assisting clients with developing a financial action plan, improving credit, reducing debt, and understanding strategies for accumulating lifetime wealth through homeownership, including helping homeowners protect the equity in their homes and/or increase the long-term affordability of their housing situations;
4) Marketing these services through all available media outlets.

B. Provide income verification, certification and other marketing services to support the Santa Fe Homes Program (SFHP)/ and Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

1) Certifying incomes for SFHP/HOP/LPDU homes and upon request by City;

2) Producing a "pipeline report" as requested by the City that lists "mortgage ready" homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements;

3) Providing documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility;

4) Establishing and maintaining a fair and competitive process for allocating rights to purchase homes in SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply;

5) Distributing marketing materials and/or information to potential buyers about units that are currently available for sale and/or will be available in the future.

C. Provide assistance with liens required under the Santa Fe Homes Program (SFHP)/Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. **This includes the following** SFHP/HOP/LPDU price,

market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien)

1) Providing one-on-one counseling services to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement;

2) Assisting the City of Santa Fe with provision of information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction;

3) Submitting a quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer.

D. Completing SFHP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to the lien).

E. In addition to other articles described in this scope of work, Contractor may use the additional compensation provided in this amendment for the purpose of stabilizing the

housing situations for income-qualified (earning less than 100% AMI) homeowners in order to prevent foreclosure or eviction. Funds may be used to pay for mortgage expenses and arrears, utility costs, deposits, and insurance. Additionally, funds may be used for rapid rehousing purposes for an income qualified household who is not able to avoid foreclosure.

F. Propose additional service opportunities to support the City's efforts to provide affordable housing, including community-wide education and outreach about available affordable housing opportunities.

G. Focus an aspect of outreach and counseling services on City employees to ensure that all employees have access to homebuyer education, becoming "mortgage-ready" and achieving homeownership within Santa Fe. Include detailed reporting about efforts to reach these employees and provide recommendations for increasing the number of City employees living or maintaining residency in Santa Fe.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred ninety thousand dollars ($190,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($190,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any

officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fe.nm.us

To the Contractor: Homewise, Inc
1301 Siler Road, Bldg D
Santa Fe, NM 87505

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

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

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for

any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause

shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Aug 12, 2022 16:32 MDT)

JOHN W. BLAIR
CITY MANAGER

DATE: Aug 12, 2022

CONTRACTOR:
HOMEWISE

Laura Altomare
Laura Altomare (Jul 20, 2022 14:24 EDT)

LAURA ALTOMARE
PRESIDENT

DATE:

CRS# 02-062377-00-1

Registration # 223754

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Aug 8, 2022 09:40 MDT)

ALEXIS LOTERO
INTERIM FINANCE DIRECTOR

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Jul 19, 2022 15:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

1002750.510400 AH
Org. Name/Org#. AH

City of Santa Fe, New Mexico
Memorandum

DATE: **July 6, 2022**

TO: **John W Blair, City Manager**
VIA:
Alexandra Ladd, Office of Affordable Housing Director AGL
Alexis Lotero, Interim Finance Department Director
Lawrence Lovato, Senior Budget Analyst, Department of Finance
Fran Dunaway, Chief Procurement Office

FROM: **Susan Vigil, Senior Planner, Office of Affordable Housing**

ITEM AND ISSUE:
Request for the Approval of Professional Services Agreement (PSA) between the City of Santa Fe and Homewise, Inc. $190,000 to provide homebuyer/owner support services to residents of Santa Fe with low- and moderate-incomes.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. Homewise has provided these services for the City over the last 25 years, with consistent, high-performing results. Funding Homewise allows the residents of Santa Fe a service provider for their homebuying and homeownership needs. The organization offers services that are unique. For instance, Homewise provides home repair and direct mortgage financing.

The funding amount is broken down more-or-less proportionately to the numbers served by the organization. Homewise's response was deemed comprehensive and thoroughly responsive to the RFP's requirements.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022 and opted to award funding to Homewise.

CONTRACT NUMBER:
#3203480

FUNDING SOURCE:
The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract as awarded under RFP #22/40/P**.** The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; and general homeownership support**.**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # .3203480. . . . . .

Contractor: **Homewise, Inc (General Fund)**

Description: **Provide homebuyer assistance for low-moderate-income households**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Approval** Term End Date: **06/30/2023**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract: $190,000 (RFP-22/40/P)

3. **Procurement History:** _____

Purchasing Officer Review: Aug 2, 2022 Date:

Comment & Exceptions: Retro approval to 7/1/22

4. **Funding Source:** 1 0 0 **Org / Object:** 1002750.510400

Andy Hopkins (Aug 2, 2022 15:15 MDT)

Budget Officer Approval: Aug 2, 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: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Homewise

Procurement Title: RFP 22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☐	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Roberta Catanach	Contract Administrator	07/14/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Aug 2, 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.

f Santa Fe
y Department
coln Ave.
Fe, New Mexico 87504-0909
5-6551

BUSINESS REGISTRATION

MEWISE
A: HOMEWISE

1 SILER RD D
NTA FE, NM 87501

MEWISE

754

ember 13, 2021

ember 13, 2022

CRS Number: 02-062377-00-1

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

D
87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2022

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Commercial Insurance Company — 15996 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		CLP8361218	5/23/2022	5/23/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			CLP8361218	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CXS9657964	5/23/2022	5/23/2023	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		5950129	12/3/2021	12/3/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	FF Excess Liability			MKLV7EUE100725	5/23/2022	5/23/2023	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE100725	5/23/2022	5/23/2023	Aggregate	3,000,000

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

*COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL222769522 - Eff: 5/23/2022 - 5/23/2023 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2021 - 10/1/2022 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

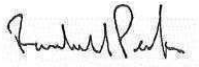
CERTIFICATE HOLDER

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



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AGENCY CUSTOMER ID: HOMEINC-05 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #3508589 - Eff: 12/3/2021 - 12/3/2022 - WCF Financial Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

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Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

   However, the insurance afforded to such additional insured described above:

   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. An express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
      2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word "fire" is changed to "fire, sprinkler leakage or explosion" where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a.** under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

"Property damage" to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2) Premises you give away or abandon, if the "property damage" arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of "your work".

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

SECTION I - COVERAGES, Coverage A, Exclusion I. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2.** and **3.** of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g.** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a.** of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

Signature: XAVIER VIGIL (Jun 27, 2024 15:30 MDT)

Email: xivigil@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: June 24, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Johanna C. Nelson, Interim Director, Office of Affordable Housing

Via: Johanna C. Nelson, Interim Director, Office of Affordable Housing Johanna Nelson (Jun 29, 2025 21:47 MDT)

Subject: To provide homebuyer/owner support services

Vendor Name: Housing Trust

Munis Vendor Number: 1570

ITEM AND ISSUE:

Office of Affordable Housing respectfully requests your review and approval of a Amendment #3 to Contract Number 3204041 with Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment #3 – increases compensation by $110,000, for a total funding amount of $440,000 and extending the term from June 30, 2025 to June 30, 2026.

CONTRACT NUMBER:

The FY22-23 - Munis contract number is 3204041

The City of Santa Fe has a long history of contracting with local, non-profit housing agencies to provide homeownership support services. Housing Trust has provided these services for City over the last 25 years, with consistent, high-performing results. In addition, Housing Trust assists the City to administer the Santa Fe Homes program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: 1002750

Munis Object Name/Number: 510400

Budget Officer / Designee: Andy Hopkins **Date:** 09/04/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: Homewisse and The Housing Trust. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD- certified counseling agency for Home Equity Conversation Mortgage (HECM), also know as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of services providers for their homebuying and homeownership needs. The funding amount are broken down more or less proportionately to the numbers serviced by each organization

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 09/04/2025

CPO Comment/Exceptions: Retro request approved by CM - Memo attached

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

If Amendment:
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract#3203481
Original Contract Item# 22-0376
`RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICE AGREEMENT
ITEM# 23-0458; 23-0458;24-0424

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Santa Fe Community Housing Trust**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed four hundred forty thousand dollars ($440,000), including gross receipts tax. The New Mexico gross receipts tax ("NMGRT") will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Agreement, including NMGRT and expenses, shall not exceed ($440,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when**

the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

1. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2026 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta
Roman Abeyta (Jun 18, 2025 15:41 MDT)

06/18/2025

ROMAN ABEYTA
EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 237083

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 18, 2025 15:46 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER
FINANCE DIRECTOR

1002750.510400
Org. Name/Org.# AJH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust PO Box 29237 Santa Fe, NM 87592	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : Hudson Excess Insurance Company — 14484 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		34SBAAP5BFS	1/1/2025	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			34SBAAP5BFS	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		0099999107	6/27/2025	6/27/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabili			EEB14142 03	1/1/2025	1/1/2026	Each Wrongful Act	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Declarations as an Additional Insured – Vendor is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.

c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded to such additional insured(s) by this endorsement, the following changes are made to Section **B. EXCLUSIONS**:

1. the following exclusion is added:

This insurance does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. The following exclusion is added:
This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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City of Santa Fe

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

BUSIN

Business Name: Santa Fe Community Housing Trust
DBA: Santa Fe Community Housing Trus

Business Location: 6005 JAGUAR DR UNIT 101
SANTA FE, NM 87507

CRS Number: 02-171649-00

Owner: Santa Fe Community Housing Trust

License Number: 237083

License Type: Business Lice

Issued Date: April 14, 2025

Classification: Business Reg

Expiration Date: April 14, 2026

Fees Paid: $35.00

Description: Santa Fe Community Housing Trust

Santa Fe Community Housing Trust

THIS IS NOT A CONSTRUCTION P
APPROPRIATE PERMITS MUST B
OF SANTA FE BUILDING PERMIT
COMMENCEMENT OF ANY CONS
INSTALLATION OF ANY EXTERIO

THIS REGISTRATION/LICENSE IS
OTHER BUSINESSES OR PREMISE

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 6/30/25

Project Title: HOUSING TRUST-HM BUYER ASST AMEND#3

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: AFH2410001

Grant ID: N/A

Approved By: Erika Luján 7.2.2025

(Finance Use Only)

Department: AFFORDABLE HOUSING Project Manager: JOHANNA NELSON Ext: 6346

Project Date Range: 7/1/25 to 6/30/26 ☐ Create Fixed Asset

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: GENERAL FUND % of Funding: 100

MUNIS ORG: 1002750 MUNIS OBJ: _____ Awarded Amount: 440000.00

Funding Source: (MUNIS 3203481 A3) % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: ORIGINAL 7/23-220K:A3 EXTENDS TERM, INCREASE COMP TO 440K

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: CONTRACT:GRANTS/SERVICES MUNIS ORG: 1002750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

City of Santa Fe, New Mexico
Memorandum

DATE: **April 24, 2023**

TO: **John W Blair, City Manager**

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

---

ITEM AND ISSUE:
Request for the Approval of Amendment #2 of a Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment increases compensation by $110,000 for a total funding amount of $330,000.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
#3204041

FUNDING SOURCE:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510500

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 3 awarded through RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support.

Item# 24-0424
Munis Contract#3203481
Original Contract Item# 22-0376
`RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 22-0376

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Santa Fe Community Housing Trust**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A Under the terms of the Contract, Contractor has agreed to provide homebuyer assistance for low- and moderate-income households.

B. Pursuant to Article 13 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed three hundred thirty thousand dollars ($330,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($330,000). This amount is a**

maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

1. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 27, 2024 15:03 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta (Jun 12, 2024 13:35 MDT)

ROMAN ABEYTA
EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 227214

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 12, 2024 13:49 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE COMMUNITY HOUSING
DBA: SANTA FE COMMUNITY HOUSING

Business Location: 1111 AGUA FRIA ST
SANTA FE, NM 87501

CRS Number: 02-171649-00-8

Owner: SF COMMUNITY HOUSING TRUST

License Number: 227214

License Type: Business License - Renewable

Issued Date: March 22, 2024

Classification: Business Registration - Standard

Expiration Date: March 22, 2025

Fees Paid: $35.00

Description: NON-PROFIT

SANTA FE COMMUNITY HOUSING
1111 Agua Fria Street ST
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203481 Procurement # (RFP/ITB# If any):

Contractor: Housing Trust

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Provide homebuyer assistance for low-moderate income households

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☒

Term Start Date: Upon Approval Term End Date: 06/30/2025 Total Contract Amount: $330,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: Contract

1.b Amendment #: 2 to the Original Contract/Lease # 22-0375

Increase/(Decrease) Amount $: $110,000

Extend Expiration Date to: 06/30/2025

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: Increase compensation by $110,000; extend term to 06/30/2025

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original:$110,000(Item#22-0376
Amendment#1:Extend term to 06/30/2024; increase compensation by $110,0000 (Item $23-0458)
Amendment #2: Extend term to 06/30/2025; increase compensation by $110,000

3. Procurement History: RFP: 22/40/P

Purchasing Officer Review: Date: Jun 17, 2024

Comment & Exceptions:

4. Funding Source: 100 **Org / Object:** 1002750.510500

Andy Hopkins
Budget Officer Approval: Date: Jun 17, 2024

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Roberta Catanach Phone #: 505-955-6421

To be recorded by City Clerk:
Clerk #
Date of Execution:

Email: rlcatanach@santafenm.gov

ITT Representative (attesting that all information is reviewed) Title Date

SANTFEC-02 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Hudson Excess Insurance Company	14484
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Santa Fe Community Housing Trust
P O Box 713
Santa Fe, NM 87504

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						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		34SBAAP5BFS	1/1/2024	1/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			34SBAAP5BFS	1/1/2024	1/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		0099999106	6/27/2024	6/27/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof. Liability			EEB14142 02	1/1/2024	1/1/2025	Each Wrongful Act	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED:**

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional services.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#22-0376

Contract # 3203481
Item # 23-0458

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Community Housing Trust (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to provide homebuyer assistance for low- and moderate income households.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2 of the Agreement is hereby amended increase the compensation by $110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed two hundred twenty thousand dollars ($220,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($220,000). This amount is a maximum and not a guarantee that the work assigned to be performed by**

Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM AND EFFECTIVE DATE.

Article 3 of the Agreement is hereby Amended to read as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2024 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

Alan Webber (Jul 3, 2023 17:02 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 3, 2023

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta
Roman Abeyta (May 4, 2023 12:23 MDT)

ROMAN ABEYTA
EXECUTIVE DIRECTOR

DATE:

ATTEST:

KRISTINE BUSTOS MIHELCIC XIV
CITY CLERK
GB MTG 06/28/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 4, 2023 09:20 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jul 3, 2023 16:29 MDT)

EMILY OSTER
FINANCE DIRECTOR

1002750.510400 AH
ORG/OBJ

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203481**

Contractor: **Housing Trust (General Fund)**

Description: **Provide homebuyer assistance for low-moderate income households**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **Upon Approval** Term End Date: **06/30/2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 22-0376

Increase/(Decrease) Amount $110,000

Extend Termination Date to: 6/30/2024

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments) **Original Contract: $110,000 - (Item # 22-0376)**
Amendment #1 - Extend term to 6/30/2024; increase compensation by $110,000 for a total of $220,000

3. **Procurement History:** _____

Purchasing Officer Review: May 8, 2023 Date:

Comment & Exceptions: Procured via RFP in FY22

4. **Funding Source:** **100** **Org / Object:** **1002750.510400**

Andy Hopkins
Andy Hopkins (May 5, 2023 16:10 MDT)
Budget Officer Approval: May 5, 2023 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
Memorandum

DATE: **April 24, 2023**

TO: **Governing Body, June 28, 2023**
Quality of Life Committee, June 21, 2023
Finance Committee, June 20, 2023

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

---

ITEM AND ISSUE:
Request for the Approval of Amendment No. 1 to the Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment extends the term of the contract for another year and adds compensation in the amount of $110,000 for a total compensation amount of $220,000

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
#3203481

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 2 awarded through RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Housing Trust

Procurement Title: RFP 22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☐	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Roberta Catanach	Contract Administrator	4/20/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	May 8, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE COMMUNITY HOUSING
DBA: SANTA FE COMMUNITY HOUSING

Business Location: 1111 AGUA FRIA ST
SANTA FE, NM 87501

CRS Number: 02-171649-00-8

Owner: SF COMMUNITY HOUSING TRUST

License Number: 227214

License Type: Business License - Renewable

Issued Date: February 23, 2023

Classification: Business Registration - Standard

Expiration Date: February 23, 2024

Fees Paid: $35.00

Description: NON-PROFIT

SANTA FE COMMUNITY HOUSING
1111 Agua Fria Street ST
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	INSURER A : Hartford Underwriters Insurance Company — NAIC # 30104 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : Hudson Excess Insurance Company — 14484 INSURER D : Twin City Fire Insurance Company — 29459 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		34SBAAP5BFS	1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			34SBAAP5BFS	1/1/2023	1/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		0099999105	6/27/2023	6/27/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			EEB14142 01	2/8/2023	1/1/2024	Each Wrongful Act	1,000,000
D	Directors & Officers			52KM0487903-23	1/1/2023	1/1/2024	Limit	1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.** How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

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This insurance does not apply to:

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(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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Item# 22-0376
Munis Contract# 3203481

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Community Housing Trust**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-99 A.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services-for the City:

A. Provide homebuyer assistance for low- and moderate-income households. This includes but is not limited to:

1) Providing comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financing;
2) Offering homebuyer education and training that focuses on assessing financial situations and setting goals; developing workable budgets, understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; and learning ways to save and evaluate spending in order to meet personal financial goals; obtaining a mortgage, understanding the home purchase

transaction and post-purchase insights;
3) Assisting clients with developing a financial action plan, improving credit, reducing debt, and understanding strategies for accumulating lifetime wealth through homeownership, including helping homeowners protect the equity in their homes and/or increase the long-term affordability of their housing situations;
4) Marketing these services through all available media outlets.

B. Provide income verification, certification and other marketing services to support the Santa Fe Homes Program (SFHP)/ and Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

1) Certifying incomes for SFHP/HOP/LPDU homes and upon request by City;

2) Producing a "pipeline report" as requested by the City that lists "mortgage ready" homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements;

3) Providing documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility;

4) Establishing and maintaining a fair and competitive process for allocating rights to purchase homes in SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply;

5) Distributing marketing materials and/or information to potential buyers about units that are currently available for sale and/or will be available in the future.

C. Provide assistance with liens required under the Santa Fe Homes Program (SFHP)/Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. **This includes the following** SFHP/HOP/LPDU price,

market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien)

1) Providing one-on-one counseling services to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement;

2) Assisting the City of Santa Fe with provision of information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction;

3) Submitting a quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer.

D. Completing SFHP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to the lien).

E. In addition to other articles described in this scope of work, Contractor may use the additional compensation provided in this amendment for the purpose of stabilizing the

housing situations for income-qualified (earning less than 100% AMI) homeowners in order to prevent foreclosure or eviction. Funds may be used to pay for mortgage expenses and arrears, utility costs, deposits, and insurance. Additionally, funds may be used for rapid rehousing purposes for an income qualified household who is not able to avoid foreclosure.

F. Propose additional service opportunities to support the City's efforts to provide affordable housing, including community-wide education and outreach about available affordable housing opportunities.

G. Focus an aspect of outreach and counseling services on City employees to ensure that all employees have access to homebuyer education, becoming "mortgage-ready" and achieving homeownership within Santa Fe. Include detailed reporting about efforts to reach these employees and provide recommendations for increasing the number of City employees living or maintaining residency in Santa Fe.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred ten thousand dollars ($110,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($110,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any

officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fe.nm.us

To the Contractor: Housing Trust
1111 Agua Fria
Santa Fe, NM 87501

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

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

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for

any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause

shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Aug 10, 2022 18:18 MDT)

JOHN W. BLAIR
CITY MANAGER

DATE: Aug 10, 2022

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

M. Nellie Martinez
M. Nellie Martinez (Jul 20, 2022 11:39 MDT)

M. NELLIE MARTINEZ
ACTING EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 227214

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 19, 2022 15:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Aug 9, 2022 15:55 MDT)

ALEXIS LOTERO
INTERIM FINANCE DIRECTOR

1002750.510400 AH
ORG/OBJ # AH

City of Santa Fe, New Mexico
Memorandum

DATE: **July 6, 2022**

TO: **John W Blair, City Manager**
VIA:
Alexandra Ladd, Office of Affordable Housing Director AGL
Alexis Lotero, Interim Finance Department Director
Lawrence Lovato, Senior Budget Analyst, Department of Finance
Fran Dunaway, Chief Procurement Office

FROM: **Susan Vigil, Senior Planner, Office of Affordable Housing**

ITEM AND ISSUE:
Request for the Approval of Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust $110,000 to provide homebuyer/owner support services to residents of Santa Fe with low- and moderate incomes.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. Funding the Housing Trust allows the residents of Santa Fe a service provider for their homebuying and homeownership needs. The organization offers services that are unique. For instance, the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages.

The funding amounts are broken down more or less proportionately to the numbers served. The Housing Trust's response was deemed comprehensive and thoroughly responsive to the RFP requirements.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to The Housing Trust.

CONTRACT NUMBER:
#3203481

FUNDING SOURCE:
The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract as awarded under RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; and general homeownership support.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203481

Contractor: **Housing Trust - SFCHT Home Buyer Assistance**

Description: **Provide home buyer assistance for low and moderate income households**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Approval** Term End Date: **06/30/2023**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract: $110,000 (RFP-22/40/P)

3. **Procurement History:** _____

Purchasing Officer Review: Aug 2, 2022 Date:

Comment & Exceptions: Retro approval to 7/1/22

4. **Funding Source:** 1 0 0 **Org / Object:** 1002750.510400

Andy Hopkins (Aug 2, 2022 15:16 MDT)

Budget Officer Approval: Aug 2, 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: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Housing Trust (SFCHT)

Procurement Title: RFP 22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☐	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Roberta Catanach	Contract Administrator	07/20/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Aug 2, 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.

SANTFEC-02 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2022

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR			34SBAAP5BFS	1/1/2022	1/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ANY AUTO			34SBAAP5BFS	1/1/2022	1/1/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		0099999104	6/27/2022	6/27/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Employment Practices			34SBAAP5BFS	1/1/2022	1/1/2023	Each Claim/Aggregate	25,000
A	Employment Practices			34SBAAP5BFS	1/1/2022	1/1/2023	Aggregate	25,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Santa Fe Community Housing Trust
P O Box 713
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SANTFEC-02 JSANCHEZ3

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Directors & Officers $1,000,000

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

BUSINESS REGISTRATION

Business Name: SANTA FE COMMUNITY HOUSING
DBA: SANTA FE COMMUNITY HOUSING

Business Location: 1111 AGUA FRIA ST
SANTA FE, NM 87501

CRS Number: 02-171649-00-8

Owner: SF COMMUNITY HOUSING TRUST

License Number: 227214

License Type: Business License - Renewable

Issued Date: March 08, 2022

Classification: Business Registration - Standard

Expiration Date: March 08, 2023

Fees Paid: $35.00

Description: NON-PROFIT

SANTA FE COMMUNITY HOUSING
1111 Agua Fria Street ST
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

GB HOUSING Housing Trust GF - Amendment #1

Final Audit Report 2023-05-08

Created:	2023-05-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0dKA617oM121fII_FLErq0P91NjvkZgT

"GB HOUSING Housing Trust GF - Amendment #1" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-05-05 - 8:13:23 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-05-05 - 8:17:37 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-05-05 - 10:09:58 PM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-05-05 - 10:10:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-05-05 - 10:10:24 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-05-08 - 7:34:32 PM GMT- IP address: 104.47.65.254

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2023-05-08 - 8:10:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-05-08 - 8:10:04 PM GMT

Powered by Adobe Acrobat Sign

Signature: XAVIER VIGIL (Jun 27, 2024 14:58 MDT)

Email: xivigil@santafenm.gov

(1b) Housing Trust - Amend 3 (packet to Procurment)

Final Audit Report 2025-09-04

Created:	2025-09-04
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAQUHEh4Osd-6kOhwZe-qwvmoyAtl9Djuf

"(1b) Housing Trust - Amend 3 (packet to Procurment)" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-09-04 - 9:00:39 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-09-04 - 9:05:10 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-09-04 - 9:08:09 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-09-04 - 9:09:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-09-04 - 9:09:26 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-09-04 - 9:15:45 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: Why did this take so long to get to this point (routing for signatures)? The vendor & Legal signed in June. The contract termed on 6/30/25 so technically this contract is expired. Please include a retro request memo or update the purchasing memo to request retro approval. In the memo, indicate the fact that the vendor and Legal did sign prior to the term date and the reason for the delay in getting the amendment fully executed. Thanks.
2025-09-04 - 9:25:32 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

memo

Date: July 17, 2026

To: Mark Scott, City Manager Mark Scott (Aug 8, 2025 17:28:08 MDT)

Via: Johanna C. Nelson, Interim Director for Office of Affordable Housing Johanna Nelson (Aug 11, 2025 14:12:14 MDT)

From: Roberta Catanach, Project Administrator

RE: Retroactive Approval for two amendments: Homewise and Housing Trust

---

REQUEST

Approve two contract amendments to be made effective retroactively as of July 1, 2025 for Homewise and Housing Trust (Org: 1002750 and Obj: 510400). These contracts provide homebuyer support services, create affordable housing for Santa Feans, and provide support to the City for its affordable housing policies and the Santa Fe Homes Program (SFHP)

1. Homewise - $190,000
2. Housing Trust - $110,000

These two contracts expired on June 30, 2025 and I didn't get them processed in time before the end of the fiscal year due to short staffing.

CITY OF SANTA FE

DATE: October 7, 2025

TO: Governing Body, Finance Committee, and Quality of Life Committee

VIA: Henri Hammond-Paul, Community Health and Safety Department Director
Sierra Vigil-Trujillo, Youth and Family Services Project Administrator

FROM: Sandra Emory, Youth & Family Services Program Manager

ITEM AND ISSUE:
Request Approval of Intergovernmental IGA 2026-0050-CSD Between the First Judicial District Attorney's Office, the City and Santa Fe County to Collaboratively Implement, Sustain and Evaluate Two Programs: The Youth Community Violence Initiative and a Youth Diversion Initiative Known as Uplift Youth to Reduce Youth Involvement in Violence and the Juvenile Justice System through Proactive, Trauma-Informed, and Community-Centered Approaches for a Term Ending on December 31, 2025. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

BACKGROUND AND SUMMARY:
In 2021, the City of Santa Fe Youth and Family Services Division initiated a research and development process to create a sustainable approach to youth violence prevention, particularly focusing on gun violence. The process involved interviews, community discussion, data reviews and a report by an independent consultant, which culminated in the development of a strategic plan for a continuum of youth community violence interruption services. The City and Santa Fe County have since collaborated to create a coordinated community response to violence prevention, especially youth and gun violence.

The Youth Community Violence Interruption (YCVI) Program follows a public health approach that supports, educates and engages youth at high risk of either perpetrating or being victims of youth and/or gun violence. This program also offers intergenerational healing for families and caregivers affected by violence. Direct program participants are youth and young adults (up to age 24) who are at risk due to involvement with the criminal justice system, gun violence, or related trauma. The services to be provided align with the City of Santa Fe's Youth Violence Prevention Strategic Plan Critical Priority Objective 2: to educate, navigate, and employ youth at high risk for violence and credibly reach youth at high risk for violent victimization or perpetration to:

- Saturate participants in protective factors that reduce their risk for violence, and
- Build participants capacity to serve as community support workers equipped to contribute to community violence prevention over time.

This IGA will allow the First Judicial District Attorney's Office to refer eligible youth for diversion to the YCVI and collaborate with the City and the County in case coordination.

ACTION REQUESTED:
Approval of IGA 2026-0050-CSD.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE FIRST JUDICIAL DISTRICT ATTORNEYS OFFICE, THE CITY OF SANTA FE, AND SANTA FE COUNTY

THIS INTERGOVERNMENTAL IGA ("IGA") is entered into on the date of last signature below, between the FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE ("FJDA"), the CITY OF SANTA FE, a municipality chartered under the laws of the State of New Mexico ("City"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("County") regarding the use of FJDA funds by the parties to collaboratively implement, sustain, and evaluate two programs: the Youth Community Violence Initiative (the "Initiative"), and a youth diversion program initiative known as "Uplift Youth".

WHEREAS, youth involved in the juvenile justice system face significant challenges that can impact their long-term well-being and community safety; and

WHEREAS, diversion programs that provide supportive, community-based interventions are critical to reducing recidivism and promoting positive youth development; and

WHEREAS, the Uplift Youth program and the Initiative offer comprehensive, culturally responsive, and evidence-informed intensive case management services tailored to address the unique needs of youth at risk of involvement in the justice system; and

WHEREAS, empowering the FJDA to refer eligible youth to these programs facilitates timely intervention and coordination of services that address underlying factors contributing to juvenile delinquency; and

WHEREAS, these diversion efforts align with the broader goals of restorative justice, community healing, and reducing the reliance on formal court processing for youth offenses.

WHEREAS, the FJDA is encouraged to refer youth to the Uplift Youth program and the Initiative as part of a comprehensive approach to juvenile diversion, ensuring youth receive appropriate case management services designed to promote accountability, rehabilitation, and community safety.

NOW, THEREFORE, the parties agree:

1. PURPOSE

The purpose of this IGA is to collaboratively implement, sustain, and evaluate the Uplift Youth program and the Initiative. Both programs are aimed at reducing youth involvement in violence and the justice system through proactive, trauma-informed, and community-centered approaches.

Recognizing the need for a coordinated response to rising concerns about youth violence and delinquent acts, this tri-agency partnership aims to build and support effective prevention and diversion pathways. Uplift Youth will focus on prevention, early intervention, behavioral health case management, and diversion programs. Through the

Initiative, the parties to this IGA commit to aligning and evaluating participant engagement, resources, data, services, and the program to create a cohesive and supportive system for youth and their families.

2. SCOPE OF IGA

A. The FJDA has the following duties under this IGA:

(i) To create written protocols that FJDA will use to refer eligible youth referred to the FJDA for prosecution pursuant to NMSA 1978 §§ 32A-2-3 and 32A-2-7 to the Uplift Youth program (12 to 18 year olds), and/or the Initiative (up to age 24).
(ii) Refer eligible youth for diversion to either the Uplift Youth program or the Initiative.
(iii) Collaborate with the County and the City in case coordination.
(iv) Provide funding to the County for the purpose of retaining a consultant and the delivery of youth behavioral health case management.
(v) Assist County efforts to gather and report information to any funding sources requiring such information.
(vi) Participate in regular tri-agency coordination meetings to monitor overall progress of the two programs as well as progress of individual clients, address program and client challenges, and share data and insights, as allowed by law.

B. The County has the following duties under this IGA:

(i) Oversee the Uplift Youth program and the Initiative.
(ii) Provide youth behavioral health case management services to youth under the age of 14, enrolled in the Initiative.

a. Services will include behavioral health assessments, care coordination, linkage to community support, and family engagement.
b. Staff will utilize trauma informed and culturally responsive practices.

(iii) Use funds provided by the FJDA to retain consultants who will:

a. Support the design, implementation and evaluation of the Uplift Youth program and the Initiative.
b. Assist in community engagement, cross-sector coordination, and geographic expansion of services.
c. Continue strategic planning and sustainability efforts.

(iv) Manage consultant contracts and related required deliverables.
(v) Submit quarterly reports to the FJDA and provide information to the FJDA that is required by any funding source.
(vi) Actively participate in regular tri-agency coordination meetings to monitor overall progress of the programs as well as progress of individual clients, address program and client challenges, and share data and insights, as allowed by law.

C. The City has the following duties under this IGA:

(i) Actively participate in regular tri-agency coordination meetings regarding the services performed by the parties to this IGA to monitor overall progress of the programs as well as progress of individual clients, address challenges of the programs and individual clients, and share data and insights, as allowed by law.
(ii) The City is not a fiscal partner in this IGA and is not involved in the use of funds for the Uplift Youth program or the Initiative.

CI. **TERM**

This IGA is effective on the last date of signature by the parties below and the term will terminate December 31, 2025. The term may may be extended by written amendment of this IGA, or a new IGA signed by the parties.

CII. **TERMINATION**

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

CIII. **FUNDING**

For the programs criteria outlined in Section 2 above and at the outset of this IGA, the FJDA will pay the County up to $50,000.00 based upon completion of required deliverables. The compensation payable to the County under this IGA will not exceed $50,000.00, excluding NM GRT. Payment is subject to availability of funds pursuant to Paragraph 8 (Appropriations). All invoices MUST BE received by FJDA no later than fifteen (15) days after the termination of the term in which the services were delivered.

Santa Fe County will invoice FJDA after the work is performed in accordance with the deliverables.

The sale of services by the Contractor to state or local agencies is exempt from the New Mexico Gross Receipts and Compensating Tax Act, NMSA 1978, Section 7-9-13.

Funding allocated by the District Attorney's Office to Santa Fe County shall support:

(i) Youth behavioral health case management services.
(ii) Diversification and expansion of consultant services supporting Santa Fe County and First Judicial District implementation.
(iii) Administrative coordination and reporting requirements tied to this multi-agency effort.
(iv) Evaluation of the effectiveness of the program consistent with the agreed upon deliverables and measures.

6. CONFIDENTIALITY

Th parties agree that any records and information related to behavioral health case management will be confidential as provided by law.

7. NO AGENCY

The County, City, and FJDA employees are the sole employees of their appropriate agency. Each separate party and their employees are not agents of the other parties to this IGA.

8. APPROPRIATIONS

The parties' obligations under this IGA are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico, the respective governing bodies of the parties, and funding sources. If sufficient appropriations and/or authorization are not made by the Legislature or the respective governing body, this IGA may be terminated.

If the FJDA notices termination of this IGA due to insufficient appropriation or authorization, this IGA will terminate immediately when the County and City receive written notice from the FJDA. The FJDA's decision regarding insufficient appropriations will be final and accepted by the County and City.

9. AMENDMENT

This IGA will not be altered, changed, or amended except by an instrument in writing signed by the parties.

10. LIABILITY

Each party will be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this IGA. Each party shall be liable for its actions in accordance with this IGA.

11. NEW MEXICO TORT CLAIMS ACT

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

12. THIRD PARTY BENEFICIARIES

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

13. ASSIGNMENT

No party will assign or transfer any interest in this IGA or assign any claims for money due or to become due under this IGA without the prior written approval of the other parties.

14. ENTIRE IGA; INTEGRATION

This IGA incorporates all the agreements and understandings of the parties regarding the subject of this IGA. All agreements and understandings concerning the subject of this IGA are merged into this IGA. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this IGA.

IN WITNESS WHEREOF, the parties have duly executed this IGA as of the date of last signature of the parties.

CITY OF SANTA FE:

_____ _____
ALAN M. WEBBER, MAYOR DATE

ATTEST:

_____ _____
ANDRÉA SALAZAR, CITY CLERK DATE

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (Oct 6, 2025 13:46:34 MDT)
_____ 10/06/2025
ASSISTANT CITY ATTORNEY DATE

FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE:

_____ _____
Signature and title Date

SANTA FE COUNTY:

Gregory S. Shaffer Santa Fe County Manager	Date

Approved as to form:

Roberta D. Joe for W.B. Walker Boyd Santa Fe County Attorney	August 22, 2025 Date

CITY OF SANTA FE

The Purchasing Memo

Date: July 15, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Sandra Emory, Youth and Family Services Program Manager Sandra Emory

Via: Henri Hammond-Paul, Community Health and Safety Department Director

Sierra Vigil-Trujillo, Youth and Family Services Project Administrator Sierra Trujillo Jul 15, 2025 08:54 MDT

Subject: CYFD JJAC Contract Amendment

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Item # 24-0596 Intergovernmental Agreement No. 25-690-3000-79637 with the State of New Mexico Children, Youth and Families Department to Decrease the FY26 Budget from $316,342 to $21 8,822 for Alternative to Detention Services in the City of Santa Fe. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of Budget Amendment Resolution (BAR) to Decrease Grant Proceeds by $97,520 in FY26.

BACKGROUND AND SUMMARY:

The City of Santa Fe, in collaboration with the Children and Youth Commission, received a CYFD juvenile justice grant for services in the city. In FY25 the board was awarded $316,342 per year for the next 3 years, however due to internal budget cuts at CYFD, our award was cut by $97,520 for FY26. Programming was decreased by $86,240 and as a result, our 15% admin support was decreased by $11,280.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Juvenile Justice Fund/223

Munis Org Name/Number: Juvenile Justice/2230123

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** Sep 24, 2025

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☑ **Yes** | ☒ **No**

If yes, what is the issuing agency: NM Children, Youth & Family

Approval: ERIKA LUJAN ERIKA LUJAN (Sep 19, 2025 15:51:32 MDT) **Title:** Grant Manager **Date:** Sep 19, 2025

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: YFD2522301

Approval: ERIKA LUJAN ERIKA LUJAN (Sep 19, 2025 15:51:32 MDT) **Title:** Grant Manager **Date:** Sep 19, 2025

Comment/Exceptions: _____

ATTACHMENTS:

Grant agreement
Budget Amendment Resolution (BAR)
Project Ledger
Previous Packet

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AMENDMENT No. 25-690-3000-79637-1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **CITY OF SANTA FE** hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by Agency.

PURPOSE OF AMENDMENT:

1. Amend Article III Limitation of Cost to reflect a decrease in total agreement amount. For a new FY 26 amount of Two Hundred Eighteen Thousand Eight Hundred Twenty-Two Dollars and Zero Cents ($218,822.00). For a new total agreement amount of Eight Hundred Fifty-One Thousand Five Hundred Six Dollars and Zero Cents ($851,506.00).
2. Amend Attachment 1 Scope of Work to include additional language
3. Amend Attachment 2 Budget to reflect new amount.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Article II, Scope of Work is hereby amended to read as follows:

ARTICLE II. Scope of Work

A. Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations). In consideration for the provision of those services, Agency agrees to purchase and Contractor agrees to perform the services identified in the Scope of Work.

B. If Contractor's performance of the Scope of Work provides services/care to children, youths, or families in Agency custody or receiving services from Agency (Clients), or if the performance of the scope of work requires Contractor's access to Client data, Contractor, its staff, employees, and other prospective subcontractors are required to:

1) obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC.

2) receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.*

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Article III, Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to Contractor under this Agreement shall not exceed **Eight Hundred Fifty-One Thousand Five Hundred Six Dollars and Zero Cents. ($851,506.00).** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

Attachment 1 – Scope of Work is hereby amended to include the following:

Attachment 1 – Scope of Work
City of Santa Fe

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

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7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
6. Provide the Agency standardized progress reports monthly;
7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
   a. accomplishments/milestones achieved during this Agreement period;
   b. reporting on program specific performance measures and related outcomes;
   c. statements regarding obstacles and progress made;
   d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
   e. provide plan for sustainability of programs/services.
8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2025, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

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1. Strengthening Families;
2. Intensive Community Monitoring; and
3. Restorative Justice
4. Day Reporting

Duties and Responsibilities:
The Contractor shall:

A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.

C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

E. Attend meetings and trainings as required by the Agency.

F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.

G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.

H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

I. Submit activities and supporting documentation in the Salesforce Platform to the Agency by the fifteenth (15th) day of each month. At a minimum, invoice documentation must include:
   1. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, match and proof of payment.

J. The data required shall be determined by the Agency.

K. Submit a final closeout report outlining all accomplishments, measurement of goals and

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objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency	**Contractor**
Grace Medwetz	Mark Scott
Grant Management Unit Grant Manager	
Children, Youth and Families Department	City Manager
4775 Indian School NE, Bldg. 4	City of Santa Fe
Albuquerque, NM 87110	500 Market St, Ste. 200
(P) 505-637-1421	Santa Fe, NM 87504
	(P) 505-946-7915

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

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R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).

V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at http://www.ojp.usdoj.gov/funding/ojptraininggiudingprinciples.htm.

W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

X. CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC.

Y. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

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The Agency shall:

A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.

B. Provide information and/or make referrals for training and technical assistance.

C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection (Salesforce):

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
B. Race/Ethnicity;
C. Population Served:
   1. At-Risk Youth;
   2. First Time Offender;
   3. Repeat Offender;

   4. Status Offender; and

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5. Violent Offender.
6. Youth Under Court Supervision
7. Youth Completing Community Service
8. Youth with School-Related Issues
9. Youth with Behavioral Health Needs

D. Youth Currently in Detention;
E. Gender:
   1. Male;
   2. Female; or
   3. Transgender.
F. Month and Year of Birth;
G. Geographic Location:
   1. Urban;
   2. Tribal;
   3. Rural; or
   4. Frontier.
H. Other Population Information:
   1. Mental Health;
   2. Substance Abuse;
   3. Truant/Dropout; or
   4. Pregnant.
I. Surveys:
   1. A Youth and Staff Survey will be conducted for each youth and recorded into the Salesforce Platform upon completion of each program;
   2. Continuums will enter results into provided platform and maintain a hardcopy on file for audit purposes.

Core Measures:

A. New youth admissions during this reporting period;
B. Number of program youth carried over from previous reporting period;
C. Total number of youth in the program;
D. Total number of youth who exited the program during the reporting period;
E. Number of youth who exited the program having completed the program requirements during the reporting period;
F. Percent of youth who successfully completed the program;
G. How many youth is your program designed to serve;
H. Number of current program youth who had an arrest during the reporting period;
I. Number of current program youth who were committed to a juvenile facility during the reporting period;
J. number of youth who earned a high school diploma or GED while in the program
K. Number of youth who were employed at program exit (full-time or part-time);
L. Number of youth who showed improvement in school performance, attendance, or behavior;
.
M. Number of youth who reported increased self-esteem or social competencies;
N. Number of youth who showed improved mental health during the program;

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O. Number of youth who completed court-ordered community service hours;
P. Number of youth who reported improved family relationships;
Q. Number of youth who participated in positive recreational or leisure activities;
R. Number of youth who reported learning new skills or job-related competencies;
S. Number of youth who felt the program respected their culture and helped them consider long-term goals;
T. Number of youth who reported strong engagement with mentors;
U. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period; and
V. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

A. Strengthening Families Program:
   1. Increased academic success measured by parents, school and student reports;
   2. Increased school engagement;
   3. Increased behavioral component;
   4. Decreased alcohol use;
   5. Decreased drug use; and
   6. Increased parent-child relationship.

B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.
   2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem.

C. Intensive Community Monitoring Program:
   1. Decreased recidivism; and
   2. Less time served in detention during the follow-up period thirty days.

D. Day Reporting:
   1. Decreased self-report in violent behavior, sexually activity, substance abuse, and bullying.

Local Site-Specific Performance Measures:

A. Strengthening Families Program:
   1. Parent competence and engagement in school;
   2. Student substance abuse related risk;
   3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
   4 Academic success; and
   5. Targeted negative behavior reduction.

B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.

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2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem

C. Intensive Community Monitoring Program:
1. Decrease of five percent (25%) in negative criminal behavior;

	PROGRAMS	RATE	X	UNITS			UNIT DISCRIPTION	TOTAL AMOUNTS		
				FY25	FY26	FY27		FY25	FY26	FY27
A.	Continuum and Board Activities:									
	Continuum Coordinator	$30	X	1960	1960	1960	per hour	$58,800.00	$58,800.00	$58,800.00
	Continuum Coordinator Travel (max $1000)	$1	X	500	500	500	per diem	$500.00	$500.00	$500.00
	Youth Committee Members (minimum $480)	$40	X	12	12	12	per session	$480.00	$480.00	$480.00
	15% Program Support			0.15	0.15	0.15	FY program total	$41,262.00	$29,982.00	$41,262.00
								$101,042.00	**$89,982.00**	**$101,042.00**
B.	Strengthening Families Program									
	Youth Group	$200	X	48	24	48	per session	$9,600.00	$4,800.00	$9,600.00
	Adult Group	$200	X	48	24	48	per session	$9,600.00	$4,800.00	$9,600.00
								$19,200.00	$9,600.00	$19,200.00
C.	Restorative Justice									
	Pre/Post	$60	X	800	400	800	per hour	$48,000.00	$24,000.00	$48,000.00
	Circles	$200	X	50	25	50	per circle	$10,000.00	S5,000.00	$10,000.00
	Reentry Conference	$200	X	30	15	30	per session	$6,000.00	$3,000.00	$6,000.00
								$64,000.00	S32,000.00	$64,000.00
D.	Intensive Community Monitoring Program									
	Intake/Assessment	$75	X	34	34	34	per youth	$2,550.00	$2,550.00	$2,550.00
	Case Management	$50	X	500	500	500	per hour	$25,000.00	$25,000.00	$25,000.00
	Family Support	$50	X	170	170	170	per hour	$8,500.00	$8,500.00	$8,500.00
	Home Visit	$50	X	125	125	125	per visit	$6,250.00	$6,250.00	$6,250.00
	Discharge Plan	$100	X	34	34	34	per youth	$3,400.00	$3,400.00	$3,400.00
								$45,700.00	$45,700.00	$45,700.00
E.	Day Reporting									
	Day Reporting	$300	X	180	90	180	per day	$54,000.00	S27,000.00	$54,000.00
	Mentoring/Tutoring	$60	X	540	270	540	per hour	$32,400.00	S16,200.00	$32,400.00
								$86,400.00	$43,200.00	$86,400.00
	TOTAL GRANT AWARD NOT TO EXCEED:							$316,342.00	S218,822.00	$316,342.00
	Budgeted and contracted Grant Amount							$316,342.00	$218,822.00	$316,342.00
	Programming Allocation:							$275,080.00	190,280.00	$275,080.00
	40% Minimum Match Liability for Santa Fe:							$126,536.80	$87,528.80	$126,536.80
	Projected Budgeted Amount							$717,958.80	$496,630.80	$717,958.80

2. Increase of five percent (25%) in grades, attendance and overall behavior in school or educational setting;

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3. Decreased number of contacts made with each client;
4. Number of clients who successfully complete the program requirements; and
5. Reduced recidivism six (6) months after exiting the program

D. Day Reporting:
1. Self-report survey reporting decrease in substance use, bullying, violent behavior, sexual activity.
2. Improved grades by 50%
3. Successful transition back to home school.

Attachment 2 – Budget is hereby amended to read as follows:

Attachment 2 – Budget
City of Santa Fe

Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

State General Fund FY25: **$316,342.00**
State General Fund FY26: **$218,822.00**
State General Fund FY27: **$316,342.00**
Total = **$851,506.00**

All other articles of this contract remain the same.

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IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Agency – New Mexico Children, Youth and Families Department

_____ Date: _____
Secretary or Designee, CYFD

_____ Date: _____
Chief Financial Officer, CYFD

Approved as to legal form and sufficiency.

_____ Date: _____
Office of General Counsel, CYFD

Contractor –

_____ Date: _____
Authorized Signatory

_____
Printed Title of Authorized Signatory

_____ Date: Aug 22, 2025
Legal Counsel, Contractor

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
_____
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 7/8/25

Project Title: CYFD JJAC Alternatives to Detention

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: YFD2522301

Grant ID: S2513

Approved By: ERIKA LUJAN

CT (Finance Use Only)

Department: Community Health and Safety Project Manager: Sandra Emory Ext: 6236

Project Date Range: 07/01/2024 to 6/30/2027 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Children, Youth and Families Dept % of Funding: 60

MUNIS ORG: 2230123 MUNIS OBJ: 490250 Awarded Amount: 851,506

Funding Source: Local Match % of Funding: 40

MUNIS ORG: 2560122 MUNIS OBJ: _____ Awarded Amount: 340,599.40

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE LIST MUNIS ORG: 2230123 MUNIS OBJ: MULTIPLE

Grants Only (list all grants if applicable): AMEND 1 DECREASED FY26 AMOUNT BY 97520.00

Grantor Name: CYFD 25-690-3000-79637-1 Awarded Amount: 851,506.00

AR Charge Code: 2230123.490250 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700013 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Expense String Phase: FY25

Youth & Family 2230123 Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123 Juvenile Justice Program 503100 FICA - $41,262 (cover benefits, HR will determine)

Youth & Family 2230123 Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123 Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123 Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123 Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123 Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123 Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123 Juvenile Justice Program 510400 Grants and Services - $215,300

Youth & Family 2230123 Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123 Juvenile Justice Program 562975 Stipends - $480

Total: **$316,342.00**

Expense String Phase: FY26

Youth & Family 2230123 Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123 Juvenile Justice Program 503100 FICA - $29,982 (cover benefits, HR will determine)

Youth & Family 2230123 Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123 Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123 Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123 Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123 Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123 Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123 Juvenile Justice Program 510400 Grants and Services - $129,060

Youth & Family 2230123 Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123 Juvenile Justice Program 562975 Stipends - $480

Total: **$218,822.00**

Expense String Phase: FY27

Youth & Family 2230123 Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123 Juvenile Justice Program 503100 FICA - $41,262 (cover benefits, HR will determine)

Youth & Family 2230123 Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123 Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123 Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123 Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123 Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123 Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123 Juvenile Justice Program 510400 Grants and Services - $215,300

Youth & Family 2230123 Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123 Juvenile Justice Program 562975 Stipends - $480

Total: **$316,342.00**

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Youth and Family Services	7/15/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Juvenile Justice Program- Grants and Services	2230123	510400			(97,520)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
CYFD JJAC Grant	2230123	490250			97,520
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
The Youth and Family Services Division was notified by CYFD that our CYFD JJAC Grant budget was being cut by $97,520 in FY26 due to internal budget cuts on their end.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Sandra Emory — 7.15.2025
Prepared By *{print name}* — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 07/16/2025
Budget Officer — Date

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

Division Director Signature *{optional}* — Date

07/16/2025
Department Director Signature — Date

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **August 1st, 2024**

TO: **Mayor Alan M. Webber and City Council**
Quality of Life and Finance Committee

VIA: **Emily K. Oster, Finance Director**
Andy Hopkins, Budget Officer
Matthew Bonifer, Accounting Officer
Maria Sanchez–Tucker, Community Services Department Director MT
Julie Sanchez, Youth and Family Services Division Director

FROM: **Sierra Vigil-Trujillo, Youth and Family Services Project Administrator** SVT

ITEM AND ISSUE:

Approval of a Grant Agreement with the State of New Mexico Children, Youth and Families Department (CYFD) in the Amount of $949,026 for Alternative to Detention Services in the City of Santa Fe. (Sierra Vigil-Trujillo, Project Administrator, svtrujillo@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Budget $316,342 into FY25 Revenue and Expenses for Alternative to Detention Services. (Sierra Vigil-Trujillo, Project Administrator, svtrujillo@santafenm.gov)

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. In fall of 2019 the Santa Fe Regional Juvenile Justice Board merged with the CYC. The Commission is one of twenty continuum-sites statewide that focus on juvenile justice issues. The Commission is tasked yearly with grant management, program planning, service integration, data analysis and program evaluation on alternative to detention programs that serve youth at risk or youth offenders. The Commission collaborates with the City of Santa Fe Youth and Family Services for support and to enhance ongoing and upcoming projects.

Every year the CYC submits for a CYFD juvenile justice grant for services in the City of Santa Fe, this year for FY25 the board was awarded $316,342.00 a year for the next 3 years. The City of Santa Fe is required to provide a 40% in-kind match, which is approximately $126,537.00. The in-kind match will come from the combined salary of the Youth and Family Services Project Administrator, Program Manager and Division Director who oversee board activities, contract compliance, reimbursement and payment of awardees. The annual CYFD funding will be distributed as follows:

- Continuum and Board Activities: $ 101,042.00
- Strengthening Families: $ 19,200.00
- Restorative Justice: $ 64,000.00
- Intensive Community Monitoring: $ 45,700.00
- Day Reporting: $ 86,400.00

To fulfill the conditions of the state grant the Youth and Family Services Division will coordinate services through the Children and Youth Commission which is outlined in the CYFD scope of work.

Procurement Method:
No procurement, this is a grant agreement that expires June 30, 2027.

Project Ledger Number:
The Project Ledger Number is YFD2522301.

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

Signature: JULIE SANCHEZ (Aug 8, 2024 15:09 MDT)

Email: jjsanchez@santafenm.gov

Signature: Maria Tucker (Aug 12, 2024 16:23 MDT)

Email: metucker@santafenm.gov

CYFD JJAC Grant FY25-27 Approval Memo_jjs

Final Audit Report 2024-08-12

Created:	2024-08-08
By:	Sierra Trujillo (svtrujillo@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALO_R4CG_m3SBM6LNofAaYt2aiUB2EJBQ

"CYFD JJAC Grant FY25-27 Approval Memo_jjs" History

Document created by Sierra Trujillo (svtrujillo@santafenm.gov)
2024-08-08 - 8:48:58 PM GMT- IP address: 63.232.20.2

Document emailed to JULIE SANCHEZ (jjsanchez@santafenm.gov) for signature
2024-08-08 - 8:50:07 PM GMT

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2024-08-08 - 9:08:49 PM GMT- IP address: 104.47.65.254

Document e-signed by JULIE SANCHEZ (jjsanchez@santafenm.gov)
Signature Date: 2024-08-08 - 9:09:01 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document e-signed by Maria Tucker (metucker@santafenm.gov)
Signature Date: 2024-08-12 - 10:23:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-08-12 - 10:23:48 PM GMT

City of Santa Fe
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DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT No. 25-690-3000-79637

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **City of Santa Fe** hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by Agency.

WHEREAS, Agency is designated to receive and administer federal funds for the benefit of children, youths, and their families in need of behavioral health services, children at risk of being removed from their homes due to abuse or neglect, foster care and family support services, and children and youths at risk of being or engaged in the juvenile justice system, and desires to engage and contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, Agency and Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement
THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY AGENCY'S CABINET SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

A. Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations). In consideration for the provision of those services, Agency agrees to purchase and Contractor agrees to perform the services identified in the Scope of Work.

B. If Contractor's performance of the Scope of Work provides services/care to children, youths, or families in Agency custody or receiving services from Agency (Clients), or if the performance of the scope of work requires Contractor's access to Client data, Contractor, its staff, employees, and other prospective subcontractors are required to:

1) obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC.

2) receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.*

ARTICLE III. Limitation of Cost
Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable

to Contractor under this Agreement shall not exceed **nine hundred forty-nine thousand, twenty-six dollars and zero cents. ($949,026.00).** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

Agency shall make monthly payments to Contractor for services and costs specified in **Attachment 2 - Budget**. Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to Agency. Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by Contractor to Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. Agency may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by Agency; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, Agency's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. If this Agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the Agreement, immediately upon expiration or receipt by either Agency or Contractor of

notice of termination of this Agreement, Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without written approval of Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as Agency shall direct for the protection, preservation, retention or transfer of all property titled to Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this Agreement, continue to provide essential services and supports to ensure the health and safety of individual Clients as directed by Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the Agreement. In this event Agency may temporarily extend the term, enter into anew short-term Agreement or otherwise enter into an Agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this Agreement, Contractor shall furnish to Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by Contractor with Agreement funds as defined in Article 31 (Property) of this Agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by Contractor under the provisions of this Agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by Contractor with Agreement funds shall become property of Agency upon termination and shall be submitted to Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to Contractor pursuant to this Agreement. Contractor will include all monies made subject to this Agreement in the annual audit and will provide Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

A. Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by Agency, the Department of Finance and Administration and the State Auditor. Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Agency to recover excessive or illegal payments.

B. If Contractor receiving State or federal funds from Agency, Contractor shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, Contractor shall comply with the audit requirements of the Single Audit Act. This includes Contractor retaining its financial records for a period five (5) years after the time the audit was released.

C. If Contractor receives more than Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in federal funding, or more than Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) from Agency, in any single fiscal year, Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. Contractor shall maintain the financial statements for a period of no less than six (6) years and shall make the financial statements and the CPA's audit or opinion available to Agency upon

request.

E. Applicable annual financial reports shall be submitted to Agency no later than six (6) months following the close of Contractor's fiscal year.

F. To ensure proper delivery and receipt, Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room 103
Santa Fe, New Mexico 87501

G. Agency may take corrective action as deemed necessary for Contractor's failure to comply with VIII-A through VIII-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. Confidentiality

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

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

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

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, §38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive 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 XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, et. seq., .

ARTICLE XV. Execution of Documents
Agency and Contractor agree to execute any additional document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts
Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by Agency Cabinet Secretary or Designee. No such subcontract shall relieve Contractor from any obligations and liabilities under this Agreement, nor shall subcontracts obligate direct payment from Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance
Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation
Contractor agrees to comply with State laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Agency.

ARTICLE XIX. Lobbying Certification
Contractor, by signing below, certifies to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352 (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars and Zero Cents ($10,000.00) and not more

than One Hundred Thousand Dollars and Zero Cents ($100,000.00) for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage
(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the Agreement, Contractor certifies, by signing this Agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://www.bewellnm.com.

ARTICLE XXI. Background Checks

Contractors that have or could have primary custody of children for at least twenty (20) hours per week are required to comply with 8.8.3 NMAC et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to Clients. Additionally, all Information Technology (IT) contractors are required to have a background check. Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Agency's Background Check Unit will conduct nationwide, State, and abuse and neglect background checks on required staff or volunteers in accordance with 8.8.3 NMAC standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to Clients.

ARTICLE XXII. Product of Service -- Copyright.

A. All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

B. Client information developed under this Agreement may not be used by Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of Agency, except to fulfill the provisions of the Scope of Work under this Agreement.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by Agency to Contractor. Agency's decision as to

whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If Agency proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Property

A. Title to all property furnished by Agency shall remain in Agency. Title to all property acquired by Contractor, including acquisition through lease-purchase agreement, for the cost of which Contractor is to be reimbursed as a direct item of cost under this Agreement shall immediately vest in Agency upon delivery of such property to Contractor. Title to other property, the costs of which is to be reimbursed to Contractor under this Agreement, shall immediately vest in Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by Agency, whichever first occurs.

B. Title to Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, Contractor agrees to retain and maintain professional licensure, accreditation, credentials or continuing education required to perform the scope of professional services provided for Agency. Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, State, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, §§ 2-11-1, *et. seq*., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. Suspension and Debarment. For Agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards
2. State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
http://www.nmdfa.state.nm.us/Manuals.aspx
3. The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule
4. Title 2 CFR, Subtitle A, Chapter I, Part 170, Reporting Sub-award and Executive Compensation Information
5. Title 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards
6. FASB and AICPA Statements and Professional Pronouncements
7. U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
   i. CFDA Number – N/A
   ii. Program Title – N/A
   iii. AGENCY/OFFICE – N/A
   iv. GRANT NUMBER – N/A
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and Contractor's employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

4. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

5. Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. Agreements and subgrants that involve the expenditure of federal funds for amounts in excess of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) require Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding One Hundred Thousand Dollars and Zero Cents ($100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars and Zero Cents ($10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars and Zero Cents ($10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE XXVII Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

Contract Number :25-690-3000-79637

Amendment Number : 00

IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Agency – New Mexico Children, Youth and Families Department

Date: 6/26/2024 4:49 PM

Secretary or Designee, CYFD

DocuSigned by:
Judith White
394C5E2ED969460...

Date: 6/28/2024 ;

Chief Financial Officer, CYFD

Approved as to legal form and sufficiency.

DocuSigned by:
Justin Boyd
9F002981DAFC470...

Date: 6/28/2024

Office of General Counsel, CYFD

Contractor –

_____ _____

Date: _____

Authorized Signatory

_____

Printed Title of Authorized Signatory

_____

Date: _____

Legal Counsel, Contractor

CITY OF SANTA FE:

Alan Webber (Oct 10, 2024 10:29 MDT)

ALAN WEBBER, MAYOR

DATE: Oct 10, 2024

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/09/2024 XIV

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Sep 24, 2024

EMILY OSTER, FINANCE DIRECTOR

DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

Attachment 1 – Scope of Work
City of Santa Fe

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

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B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
   1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
   2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
   3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
   4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
   5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
   6. Provide the Agency standardized progress reports monthly;
   7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
      a. accomplishments/milestones achieved during this Agreement period;
      b. reporting on program specific performance measures and related outcomes;
      c. statements regarding obstacles and progress made;
      d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
      e. provide plan for sustainability of programs/services.
   8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2025, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

   1. Strengthening Families;
   2. Intensive Community Monitoring; and
   3. Gender Specific.

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Duties and Responsibilities:

The Contractor shall:

A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.

C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

E. Attend meetings and trainings as required by the Agency.

F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.

G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.

H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

I. Submit activities and supporting documentation in the Salesforce Platform to the Agency by the fifteenth (15th) day of each month. At a minimum, invoice documentation must include:

1. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, match and proof of payment.

J. The data required shall be determined by the Agency.

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K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency	**Contractor**
Consuelo Garcia	Julie Sanchez
Grant Management Unit Grant Manager	Youth & Family Services Division
Children, Youth and Families Department	Director
4775 Indian School NE, Bldg. 4	City of Santa Fe
Albuquerque, NM 87110	500 Market St, Ste. 200
(P) 505-660-3405	Santa Fe, NM 87504
	(P) 505-955-6678

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

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Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).

V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at http://www.ojp.usdoj.gov/funding/ojptraininggiudingprinciples.htm.

W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

X. CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC.

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Y. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

The Agency shall:

A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.

B. Provide information and/or make referrals for training and technical assistance.

C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection (Salesforce):

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

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Demographics:

A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
B. Race/Ethnicity;
C. Population Served:
    1. At-Risk Youth;
    2. First Time Offender;
    3. Repeat Offender;
    4. Sex Offender;
    5. Status Offender; and
    6. Violent Offender.
D. Youth Currently in Detention;
E. Gender:
    1. Male;
    2. Female; or
    3. Transgender.
F. Month and Year of Birth;
G. Geographic Location:
    1. Urban;
    2. Tribal;
    3. Rural; or
    4. Frontier.
H. Other Population Information:
    1. Mental Health;
    2. Substance Abuse;
    3. Truant/Dropout; or
    4. Pregnant.
I. Surveys:
    1. A Youth and Staff Survey will be conducted for each youth and recorded into the Salesforce Platform upon completion of each program;
    2. Continuums will enter results into provided platform and maintain a hardcopy on file for audit purposes.

Core Measures:

A. New youth admissions during this reporting period;
B. Number of program youth carried over from previous reporting period;
C. Total number of youth in the program;
D. Total number of youth who exited the program during the reporting period;
E. Number of youth who exited the program having completed the program requirements during the reporting period;
F. Percent of youth who successfully completed the program;
G. How many youth is your program designed to serve;
H. Number of current program youth who had an arrest during the reporting period;
I. Number of current program youth who were committed to a juvenile facility during the reporting period;

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J. Number of program youth who had a re-arrest during the reporting period;
K. Number of program youth who were re-committed during the reporting period;
L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
M. Number of program youth with gang activity; and
N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

A. Strengthening Families Program:
   1. Increased academic success measured by parents, school and student reports;
   2. Increased school engagement;
   3. Increased behavioral component;
   4. Decreased alcohol use;
   5. Decreased drug use; and
   6. Increased parent-child relationship.

B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.
   2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem.

C. Intensive Community Monitoring Program:
   1. Decreased recidivism; and
   2. Less time served in detention during the follow-up period thirty days.

D. Day Reporting:
   1. Decreased self-report in violent behavior, sexually activity, substance abuse, and bullying.

Local Site-Specific Performance Measures:

A. Strengthening Families Program:
   1. Parent competence and engagement in school;
   2. Student substance abuse related risk;
   3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
   4 Academic success; and
   5. Targeted negative behavior reduction.

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B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.
   2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem
   2.

C. Intensive Community Monitoring Program:
   1. Decrease of five percent (25%) in negative criminal behavior;
   2. Increase of five percent (25%) in grades, attendance and overall behavior in school or educational setting;
   3. Decreased number of contacts made with each client;
   4. Number of clients who successfully complete the program requirements; and
   5. Reduced recidivism six (6) months after exiting the program

D. Day Reporting:
   1. Self-report survey reporting decrease in substance use, bullying, violent behavior, sexual activity.
   2. Improved grades by 50%
   3. Successful transition back to home school.

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Attachment 2 – Budget
City of Santa Fe

A.	Continuum Coordinator	$30 x 1960 Hours	=	$58,800.00
	Travel		=	$500.00
	Youth Committee Members		=	$480.00
	5% Program Support		=	$41,262.00
				$101,042.00
B.	Strengthening Families Program:			
	Youth Group	$200 x 48 Session	=	$9,600.00
	Adult Group	$200 x 48 Session	=	$9,600.00
				$19,200.00
C.	Restorative Justice:			
	Pre/Post	$60 x 800 Hours	=	$48,000.00
	Circles	$200 x 50 per Circle	=	$10,000.00
	Reentry Conference	$200 x 30 per Session	=	$6,000.00
				$64,000.00
D.	Intensive Community Monitoring Program:			
	Intake/Assessment	$75 x 34 per youth	=	$2,550.00
	Case Management	$50 x 500 per hour	=	$25,000.00
	Family Support	$50 x 170 per hour	=	$8,500.00
	Home Visit	$50 x 125 Visits	=	$6,250.00
	Discharge Plan	$100 x 34 per youth	=	$3,400.00
				$45,700.00
E.	Day Reporting:			
	Day Reporting	$300 x 180 per day	=	$54,000.00
	Mentoring/Tutoring	$60 x 540 per hour	=	$32,400.00
				$86,400.00

Grant Award for the period FY25 shall not exceed the annual amount of: **$316,342.00**

Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	$316,342.00
40% Minimum Match Liability for City of Santa Fe	$126,537.00
Projected Budgeted Amount	$442,879.00

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

FUNDING INFORMATION:
Juvenile Continuum Grant Fund (State General Fund)

State General Fund FY25: **$316,342.00**
State General Fund FY26: **$316,342.00**
State General Fund FY27: **$316,342.00**
Total = **$949,026.00**

DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

Attachment 3 – Trauma Responsive Care and Services Training

The New Mexico Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive;* providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice;* and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice.*

To achieve this, our contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the cross-department (Human Services Department and CYFD) training committee. Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the cross-department (Human Services Department and CYFD) training committee, are outlined in a separate document. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager.
3. Contractor staff include those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position ("leaders").
4. In each invoice, Contractors will:
   - report current leaders and staff who have direct contact with children who have worked for the Contractor for more than 6 months, and
   - provide certification of completion for those who have completed the initial training requirements.
5. At least 70 percent of Contractor's staff must have completed required trauma responsive training as outlined in a separate document within three (3) months of hire for Contractor to continue invoicing for services.
6. Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken, less than six (6) months prior to hire, may be submitted for approval of the HSD-CYFD training committee, via Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor, Contractors are responsible for ensuring that the subcontractor's staff receive the mandated trauma responsive care and service delivery training.

CYFD will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.

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2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager. Program Manager will route the request to cross-department HSD-CYFD training committee for approval and provide written notice of its decision within ten (10) working days following receipt of the request.

DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

Contract Number : 25-690-3000-79637

Amendment Number : 00

New Mexico General Services Department

State Purchasing Division

AGENCY CERTIFICATION FORM

CHILDREN, YOUTH AND FAMILIES DEPARTMENT hereby certifies the following in regard to the attached contractual agreement between the Agency and City of Santa Fe :

1. This contractor **IS NOT** a **former state employee**. (See note below)

2. This contractor **IS NOT** a **current state employee** or a **legislator** or the **family member** of a current state employee or legislator, or a **business** in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than 20%. (See note below)

NOTE: Former employee requires a Former Employee Affidavit (found on CRB website), PERA letter if contractor retired from State of New Mexico and an AG's letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

3. This Contractor is a (check one): FOR PROFIT VENDOR _____

NOT FOR PROFIT VENDOR _____

4. This PSA DOES COMPLY with the Governor's Guidelines for Contract Review and Re-Evaluation and IS an essential contract for the Agency

6/26/2024 4:49 PM

Signature of Agency Representative** Date

I certify that the information stated in paragraphs 1-3 is true.

DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

Signature of Contractor Date

**Must be a DFA authorized signature

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/23/2024

Project Title: CYFD JJAC Alternatives to Detention

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: YFD2522301
Grant ID: S2513
Approved By: MB 08/06/2024
(Finance Use Only)

Department: Community Health and Safety Project Manager: Sierra Vigil Trujillo Ext: 6824

Project Date Range: 07/01/2024 to 06/30/2027 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Children, Youth and Families Dept % of Funding: 60

MUNIS ORG: 2230123 MUNIS OBJ: 490250 Awarded Amount: $949,026

Funding Source: Local Match % of Funding: 40

MUNIS ORG: 2560122 MUNIS OBJ: Awarded Amount: 126,537.00

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE LIST MUNIS ORG: 2230123/ MUNIS OBJ:

Please see attached word document

Grants Only (list all grants if applicable): FY25-31642,FY26 316342, FY27 31642

Grantor Name: CYFD 25.690.3000.79637 JJS FOR(FY 25-27) Awarded Amount: 949026.00

AR Charge Code: 2230123.490250 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: Federal CFDA (if applicable): N/A

Grantor Name: Awarded Amount:

AR Charge Code: ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: Federal CFDA (if applicable):

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Expense String Phase:

Youth & Family 2230123Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123Juvenile Justice Program 503100 FICA - $41,262 (cover benefits, HR will determine)

Youth & Family 2230123Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123Juvenile Justice Program 510400 Grants and Services - $215,300

Youth & Family 2230123Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123Juvenile Justice Program 562975 Stipends - $480

Total: **$316,342.00**

Signature: Matthew Bonifer
Matthew Bonifer (Aug 6, 2024 10:07 MDT)

Email: mtbonifer@santafenm.gov

CYFD JJAC Packet

Final Audit Report 2024-09-24

Created:	2024-09-13
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhHhP-wRZOeAdivIuoh8t0UcrScd4AuWn

"CYFD JJAC Packet" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
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Signature Date: 2024-09-24 - 11:00:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-09-24 - 11:00:15 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 10, 2024 09:33 MDT)

Email: xivigil@santafenm.gov

CITY OF SANTA FE

DATE: September 19, 2025

TO: Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

VIA: Henri Hammond-Paul, Community Health and Safety Director
Marcella Apodaca, Business Operations Manager

FROM: Kristen Woods, Youth and Family Services Program Manager

ITEM AND ISSUE:
Request approval to re-appropriate funding from FY25 in the amount of $6,656,267.00 into FY26 that was allocated for Homelessness Services.

BACKGROUND AND SUMMARY:
Funds were set aside to fund Homelessness General services contracts with Christ Lutheran Church (Contract Number 3260015) for $136,000.00 and St. Elizabeth's for $130,000.00. These contracts were entered into the system before the end of FY25 and were dedicated to these contracts. Additionally, we still have $26,752.31 due to be paid to Christ Lutheran Church for their Community Center building under FY25 P.O. number 22501083.
The Life Link has a four-year contract for $1,986,338.60 that has not been used at all yet, as we are still developing the Micro Community. These funds need to be carried forward to support Micro Communities projects.
The City awarded the Division some one-time funds in 2025 that have not been spent yet and need to be used in 2026. The Division was awarded $350,000.00 for Project Management and Engineering for Micro Communities. Additionally, we were awarded $250,000.00 for contracts for Immigration Support Services. Those services were procured for things like Legal Trainings, a Toolkit and Outreach. These contracts were finalized in FY25, and the POs have been created, the funds just need to be carried forward. The Division also received $30,000.00 for Code Blue Response, which would support organizations in hosting and providing services during emergency shelter stays. Code Blue is activated during extreme weather events to save the lives of unsheltered residents. The division also received $125,000.00 for Project Management related to homelessness. Those Project Managers have been procured, and their contracts should start in the first few months of FY26. Finally, the Department was awarded $158,000.00 for Project Management. Those funds will be needed in FY26 as well.

Grants and Services Funds **2400122.510400**
$3,192,091.00

The City allocated funds for the Project Management and design of Pallet Micro Communities. Work has begun but more is needed in the new Fiscal Year. Funds left over on their contract are imperative to complete the work of creating a Pallet shelter Micro Community and needs to be carried forward for the work to be completed.

Other Consulting **2400122.510340**
$137,253.00

Funds were set aside for Eviction Prevention Services. The Division has been attempting to procure services since November of 2024 and again in February of 2025, so spending these funds has been delayed. There is a procurement currently to get these services procured. These funds will be imperative to supporting housing stability in Santa Fe. Additionally, a contract for a Hotel Program, Housing Elderly and Vulnerable Constituents who are facing housing instability is continuing into FY26. FY25 PO #22503022 still has $444,381.61 left on it. This program is essential to stabilize the housing insecure.

Service Contracts **2400122.510310**
$943,178.00

Funds are allocated to purchase Pallet Infrastructure for our Micro Communities work. There has been a concerted effort to get this project established and the pallet shipments are scheduled to arrive just after the change of fiscal year. Additionally, $669.910.38 has been allocated for a hotel program. This program takes vulnerable elderly residents who are experiencing unsheltered homelessness or housing instability and places them into hotels while they work towards finding safe, long-term housing. These funds need to be carried forward so this important work can continue.

Building & Structures >5K (Capital) 2400122.570400
$1,704,202.00

These funds are allocated to purchases for construction for the Micro Communities work.

WIP (Work in Progress) Construction 2400122.572970
$38,304.00

The Youth and Family Services Division received an allocation of one-time funds for construction of Micro Communities. These funds are essential to developing the project in progress. Micro Communities are an important part of the City's Homeless response strategy.

Buildings & Structures > $5k 2400122.570400
$641,239.00

ACTION REQUESTED:
The Community Health and Safety Department requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510400-			Account Notes
Org	2400122	Hum Svcs	Acct name	Grants and Services			
Object	510400	GrantsSvcs	Type	Expense	Status	Active	
Project			Rollup	CDHSC	HumanServicesCNT		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	8,386,421.00	2,739,650.00	1,282,002.00	2,602,950.00
Transfers In	8,251,259.00	5,983,471.00	5,140,967.72	4,400,000.00
Transfers Out	-2,065,244.00	-583,682.00	-140,967.72	.00
Revised Budget	14,572,436.00	8,139,439.00	6,282,002.00	7,002,950.00
Actual (Memo)	4,642,168.47	4,166,712.14	1,184,124.80	686,384.56
Encumbrances	4,466,645.10	.00	.00	2,473,425.59
Requisitions	.00			146,000.00
Available	5,463,622.43	3,972,726.86	5,097,877.20	3,697,139.85
Percent used	62.51	51.19	18.85	47.21

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510340-			
Org	2400122	Hum Svcs	Acct name	Other Consulting			Account Notes
Object	510340	Oth Cnsltg	Type	Expense	Status	Active	
Project			Rollup	CDHSC	HumanServicesCNT		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	336,700.00	.00	.00	336,700.00
Transfers In	.00	536,700.00	611,737.50	.00
Transfers Out	.00	.00	-411,737.50	.00
Revised Budget	336,700.00	536,700.00	200,000.00	336,700.00
Actual (Memo)	121,627.83	424,520.72	.00	.00
Encumbrances	137,253.15	.00	.00	-137,253.15
Requisitions	.00			.00
Available	77,819.02	112,179.28	200,000.00	473,953.15
Percent used	76.89	79.10	.00	-40.76

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510310-			
Org	2400122	Hum Svcs	Acct name	Service Contracts			Account Notes
Object	510310	Svc Cntr	Type	Expense	Status	Active	
Project			Rollup	CDHSC	HumanServicesCNT		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	1,000,000.00	.00	.00	1,000,000.00
Transfers In	.00	1,000,000.00	1,000,000.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
Actual (Memo)	56,822.39	1,000,000.00	.00	.00
Encumbrances	444,381.61	.00	.00	-332,991.76
Requisitions	.00			.00
Available	498,796.00	.00	1,000,000.00	1,332,991.76
Percent used	50.12	100.00	.00	-33.30

Account Inquiry [CITY OF SANTA FE] > Account Detail

Org 2400122 Object 510310 Project Account 240-30-10-1150-122-00-000-510310-

Account Description Service Contracts

Posted	YR/Per	Journal	Eff Dt	Post Date	Src	Ref3	Project String	PO/Ref2	Ref3	Ref4	Amount	Check #	Warrant	Vendor
Y	2026/03	630662	09/09/25	09/09/25	POE	009997		22501573		PO ENT/PRF	111,389.85			DAVENPORT CON:
Y	2026/01	613045	07/31/25	07/31/25	POM	009936		22503022	CAN 1	PO MAINT	-444,381.61			SAFEWARE INC

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-570400-			
Org	2400122	Hum Svcs	Acct name	Building & Structures >$5K			Account Notes
Object	570400	BldgStrcNE	Type	Expense	Status	Active	
Project			Rollup	CDHSN		HumanServicesNEP	
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	2,812,325.00	246,982.00	400,000.00	.00
Transfers Out	-102,500.00	.00	.00	.00
Revised Budget	2,709,825.00	246,982.00	400,000.00	.00
Actual (Memo)	78,639.00	233,484.86	413,209.73	955,655.00
Encumbrances	1,989,947.02	.00	.00	-1,989,947.02
Requisitions	.00			.00
Available	641,238.98	13,497.14	-13,209.73	1,034,292.02
Percent used	76.34	94.54	103.30	.00

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-572970-			
Org	2400122	Hum Svcs	Acct name	WIP Construction			Account Notes
Object	572970	WIP Constr	Type	Expense	Status	Active	
Project			Rollup				
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	4,051,981.00	.00	.00	.00
Transfers Out	-3,900,000.00	.00	.00	.00
Revised Budget	151,981.00	.00	.00	.00
Actual (Memo)	105,708.68	.00	.00	7,968.41
Encumbrances	55,733.06	.00	.00	-55,733.06
Requisitions	.00			.00
Available	-9,460.74	.00	.00	47,764.65
Percent used	106.22	.00	.00	.00

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-570400-			Account Notes
Org	2400122	Hum Svcs	Acct name	Building & Structures >$5K			
Object	570400	BldgStrcNE	Type	Expense	Status	Active	
Project			Rollup	CDHSN	HumanServicesNEP		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	2,812,325.00	246,982.00	400,000.00	.00
Transfers Out	-102,500.00	.00	.00	.00
Revised Budget	2,709,825.00	246,982.00	400,000.00	.00
Actual (Memo)	78,639.00	233,484.86	413,209.73	955,655.00
Encumbrances	1,989,947.02	.00	.00	-1,989,947.02
Requisitions	.00			.00
Available	641,238.98	13,497.14	-13,209.73	1,034,292.02
Percent used	76.34	94.54	103.30	.00

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Youth & Family Division	9/18/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2400122	510400		3,192,091.00	
Other Consulting	2400122	510340		137,253.00	
Service Contracts	2400122	510310		943,178.00	
Building & Structures >5K	2400122	570400		1,704,202.00	
WIP (Work in Progess) Construction	2400122	572970		38,304.00	
Building & Structures >5K	2400122	570400		641,239.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 6,656,267	$ -

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

Re-appropriation of Grant Funding FY25 to FY26.

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

Marcella Apodaca — 9/18/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Sep 22, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Sep 24, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

FY26 Carryforward Reqeust - Y&F Homelessness Services

Final Audit Report 2025-10-07

Created:	2025-09-19
By:	Marcella Apodaca (maapodaca1@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAgh8Yy5BUOobsYsWSCUD85VTStw3UFDa8

"FY26 Carryforward Reqeust - Y&F Homelessness Services" History

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CITY OF SANTA FE

DATE: August 26, 2025

TO: Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

VIA: Maria Sanchez-Tucker, Community Services Department Director — Maria Tucker (Sep 15, 2025 17:40:09 MDT)
Marcella Apodaca, Business Operations Manager — Marcella Apodaca

FROM: Brian Stinett, Recreation Division Director — Brian Stinett (Sep 11, 2025 17:25:54 MDT)

ITEM AND ISSUE:
Request approval to re-appropriate funding from FY25 in the amount of $200,000.00 into FY26 that was allocated for One-Time Midyear Funding for the City's Afterschool Program to Increase Spots.

BACKGROUND AND SUMMARY:
Two Hundred Thousand Dollars were Allotted from One-Time Funding for Increase of Youth Program Slots. Funds were to be Utilized to Increase Capacity. The Two Hundred Thousand Dollars was not Utilized in FY25 because we needed Additional Staffing Positions and Vehicles to Transport Youth. The Short Timeline did not Allow us to Expand Accordingly. We plan to Accomplish that Goal in FY26.

ACTION REQUESTED:
The Community Health and Safety Department/Recreation Division requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	256 REC PROG	Acct	256-35-10-4200-423-00-000-500750-		
Org	2560423 RecYthPrgs	Acct name	Salaries (Temporary)		Account Notes
Object	500750 Sal Temp	Type	Expense	Status	Active
Project		Rollup	YPRGW YouthProgramsWGS		
		Sub-Rollup			
		MultiYr Fund			

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	560,000.00	560,000.00	.00	560,000.00
Transfers In	392,008.00	.00	.00	.00
Transfers Out	-140,350.00	.00	.00	.00
Revised Budget	811,658.00	560,000.00	.00	560,000.00
Actual (Memo)	227,821.07	.00	.00	161,522.87
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	583,836.93	560,000.00	.00	398,477.13
Percent used	28.07	.00	.00	28.84

Account Inquiry [CITY OF SANTA FE] > Account Detail

Org 2560423 Object 500750 Project Account 256-35-10-4200-423-00-000-500750-

Account Description Salaries (Temporary)

Posted	YR/Per	Journal	Eff Dt	Post Date	Src	Ref1	Project String	PO/Ref2	Ref3	Ref4	Amount	Check #	Warrant	Vend
Y	2025/08	583080	02/27/25	02/28/25	BUA	COM		REC	T	TempYthPg	200,000.00			
Y	2025/06	561400	12/13/24	12/20/24	BUA	COM		REC	T	Temp Yth	192,008.00			

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Administration/Recreation	9/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Temp Salaries	2560423	500750		200,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* --Attach supporting documentation/memo				$ 200,000	$ -

Re-appropriate funding from FY25 One-Time Midyear Funding to FY26.

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

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Marcella Apodaca	9/8/2025	Andy Hopkins	Sep 24, 2025
Prepared By *{print name}*	Date	Budget Officer	Date
Brian Stinett (Sep 11, 2025 17:25:54 MDT)	Sep 11, 2025		
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Maria Tucker (Sep 15, 2025 17:40:09 MDT)	Sep 15, 2025		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

CITY OF SANTA FE

DATE: September 30, 2025

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Maria Sanchez Tucker, Community Services Director Maria Tucker (Sep 30, 2025 13:37:40 MDT)
Marcella Apodaca, Business Operations Manager Marcella Apodaca

FROM: Brian Stinett, Recreation Division Director Brian Stinett (Sep 30, 2025 13:30:58 MDT)

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of one hundred seventy-five thousand dollars ($175,000.00) from the Teen Center Remodel and Replacement to Ice Arena Repair and Maintenance (Machine and Equipment).

BACKGROUND AND SUMMARY

This request is to allow the Community Services Department/Recreation Division to fund the planned repairs to the Ice Arena. These funds are necessary to allow the division to fund and complete procurement of equipment, labor and services required to get the Ice Rink operational.

From:

2560422.572500	Remodel and Replacement	($175,000.00)

To:

5500265.520400	Repair and Maint (Machine and Equip)	$175,000.00

ACTION REQUESTED:

The CHS/Community Health and Safety Department/Recreation Division respectfully requests your review and approval.

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Recreation Division	9/30/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Repair and Maintenance (Machine and Equipment)	5500265	520400		175,000.00	
Remodel and Replacement	2560422	572500			(175,000)
Operating Transfer to Recreation Fund	2560422	750550		175,000.00	
REVENUES				{enter as negative #}	{enter as positive #}
Operating Transfer from Recreation Fund	5500265	650256		(175,000)	
				$ 175,000	$ (175,000)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
This request is to allow the Recreation Division to fund the planned repairs to the Ice Arena. The funds are necessary to allow the division to complete procurement of the equipment, labor and services required to get the Ice Rink operational.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Marcella Apodaca — 9/30/2025
Prepared By {print name} — Date

Brian Stinett (Sep 30, 2025 13:30:58 MDT) — Sep 30, 2025
Division Director Signature {optional} — Date

Maria Tucker (Sep 30, 2025 13:37:40 MDT) — Sep 30, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Sep 30, 2025
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **October 23, 2025**

TO: **Governing Body**

VIA: **Mark Scott, City Manager**

FROM: **Andrea Phillips, Deputy City Manager**

RE: **Budget Amendment Resolution (BAR) for Funding for Risk and Safety Compliance Officer Position**

The Risk and Safety Office, which is currently under the City Manager's Office, has been short staffed for many years. The City has been recruiting for a Risk and Safety Compliance Officer and is close to making an offer to a candidate. This position was previously funded within the General Fund but was frozen during the budget approval process. After consultation with the Finance Department-Budget Office, it was determined that the position should be funded by the Risk Fund, similar to the other positions in the Risk and Safety office. The costs for this position and the other services within the Office are paid through internal service charges assessed to other departments/funds. This BAR will authorize the expenditure of $90,103 for the salary and estimated benefits for the remainder of the fiscal year.

ACTION REQUESTED:
The City Manager/Risk Management respectfully requests your review and approval for a BAR for approximately $90,103 to fund the Risk and Safety Compliance Officer position out of the Risk Fund (600) for FY 2026.

FUNDING SOURCE:
Fund Name/Number: Risk Management Fund/Fund 600 (6001750)

ATTACHMENTS:
Budget Amendment Resolution

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government / Risk Management	10/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	6001750	500110		60,000	
FICA/Medicare	6001750	503100		4,590	
Retirement (PERA)	6001750	503150		14,573	
Med/Life	6001750	503200		8,834	
Retiree Healthcare	6001750	503250		1,200	
Workers' Comp	6001750	503350		600	
Dental	6001750	503400		306	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 90,103	$ -

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

Increase to fund frozen Risk & Safety Compliance Officer position # 120127 from Risk Management cost assessments to various city departments

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
600	(90,103)
TOTAL:	**(90,103)**

Christina Martinez — 10/22/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

ANDREA PHILLIPS (Oct 23, 2025 17:09:55 MDT) — Oct 23, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Oct 23, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

ANDREA PHILLIPS (Oct 23, 2025 17:09:55 MDT) — Oct 23, 2025
City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	10/22/2025	**Submitted By:**	Christina Martinez
Department:	6001750	**Division:**	Risk Management
Org Code:	120127	**Percent Charged:**[2]	100.0%
Proposed Grade:	119	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	15	**Proposed Hourly:**	$ 50.000
Within Range?[5]	TRUE		
UNION STATUS:	NON-UNION	**Total Annual Hours:**	1,200
Annual Salary:	$ 104,000		

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 60,000
FICA/Medicare	503100	$ 4,590
Retirement (PERA)	503150	$ 14,573
Med/Life	503200	$ 8,834
Retiree Health Care	503250	$ 1,200
Workers' Comp	503350	$ 600
Dental	503400	$ 306
TOTAL		**$ 90,103**

For Budget Use Only

Budget Log #	SA00968

Comments/Justification *(use multiple lines below if needed):*

This recently unfrozen position has recently been matched with a candidate. Funding from Risk Management cost assess-
ments to other departments. Included/attached is the ncessary/associated BAR,

Department Director Approval (signature)

Budget Approval (signature)

NOTES :

[1] *All new positions require Council approval. If done during the annual budget process, Council will approve the new position(s) as part of the Department's budget; but in any case, Department Director and Budget approval is required prior to Council approval*

[2] *For split-funded positions, fill out this form for each org charged; this field should reflect the amount charged to the org filled out on the form*

[3] *For full-time positions, enter 100. For part-time positions, enter the percentage worked annually (e.g. for a half-time position, enter 50)*

[4] *Refer to the 'Pay Periods' tab; this field should reflect the number of pay periods in the current year for which the changes will be in effect*

[5] *This field turns red if the desired hourly is not within the desired range (and the field value will be "FALSE"). If this field is red and reads "FALSE", this form will be rejected by Budget.*

CITY OF SANTA FE

Memorandum

Date: 9/16/2025

To: Governing Body, Quality of Life Committee, Finance Committee

From: Benjamin Valdez, Deputy Police Chief

Via: Paul Joye, Police Chief; Mark Scott, City Manager; Andrea Phillips, Deputy City Manager

RE: STOP Program Updates; Noise Violations, Fines, and Program Administration

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EXECUTIVE SUMMARY:
This bill would amend SFCC 1987, Section 24-4, "Santa Fe Traffic Operations Program" ("STOP"), to provide for the use of devices that detect sound and issue citations using an automated compliance enforcement system. It would also remove the requirement for police oversight, establish administrative fines for motor-vehicle noise violations, and update the administrative fines for speeding violations.

BACKGROUND INFORMATION:
In 2008 the Governing Body of the City of Santa Fe ("City") found there was a significant risk to the health and safety of the community from drivers who exceed the posted speed limit. Furthermore, some drivers in Santa Fe repeatedly violate posted speed limits and the state law against speeding is inadequate to preserve public safety in Santa Fe. The Governing Body found that photographic and electronic devices that measure speed were accurate and reliable, and the implementation of this technology would abate the nuisance of speeding.

The City operated an automated speed enforcement program from 2008 until 2013. This program, as currently contemplated in the ordinance, requires oversight by the City of Santa Fe Police Department. Reactivating the program would address an increased demand for enforcement of speeding violations.

Following the 2020 pandemic, communities across our nation have also seen an increase in modified exhausts that have caused a quality of life concerns, due to excessive noise in residential and commercial areas. Santa Fe has not been excluded from this nuisance, with the issue continuing despite increased penalties and enforcement.

CITY OF SANTA FE

Memorandum

Cities such as New York City, New York and Chicago, Illinois are currently using sound cameras to locate excessive noise and to enforce noise restrictions. Additionally, Albuquerque, New Mexico has implemented a pilot program with the goal of addressing overly noisy vehicles.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-6

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe Lindell

Councilor Pilar Faulkner

Councilor Michael Garcia

A BILL

RELATING TO THE SANTA FE TRAFFIC OPERATIONS PROGRAM; AMENDING SECTION 24-4 TO REMOVE THE REQUIREMENT FOR POLICE DEPARTMENT OVERSIGHT; PROVIDE FOR THE USE OF CAMERAS THAT DETECT VEHICLE NOISE VIOLATIONS USING AN AUTOMATED COMPLIANCE ENFORCEMENT SYSTEM; AND IMPOSE A FINE FOR SYSTEM-DETECTED VEHICLE NOISE VIOLATIONS.

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

Section 1. Section 24-4.1 SFCC 1987 (being Ord. No. 2008-47, § 2) is included for reference without changes:

24-4.1 Short title.

Section 24-4 SFCC 1987 shall be referred to as the Santa Fe Traffic Operations Program or "STOP" and may sometimes be referred to as "this section."

Section 2. Section 24-4.2 SFCC 1987 (being Ord. No. 2017-17) is amended to read:

24-4.2 Findings and Intent.

underscored material = new [~~bracketed material~~] = delete

The governing body finds that speeding and motor vehicle noise pollution are significant and dangerous nuisances to the community and that enforcement of the legal limits on excessive speed and noise by means of automated compliance enforcement systems will abate the nuisance of each without dedicating police department personnel.

A. **Speed.**

The governing body declares the following findings and intentions regarding vehicle speed:

(1) [~~The governing body finds that t~~] There is a significant risk to the health and safety of the community from drivers who exceed the posted speed limit signs.

(2) [~~B. The governing body finds that s~~] Some drivers in Santa Fe repeatedly violate posted speed limits.

(3) [~~The governing body fins that s~~]State law against speeding is inadequate to preserve public safety in Santa Fe.

(4) [~~The governing body finds that p~~] Photographic and electronic devices that measure speed are accurate and reliable.

(5) [~~The governing body finds that implementation of e~~] Enforcement of speed limits by means of photographic and electronic equipment will abate the nuisance of speeding.

B. **Noise.**

The governing body declares the following findings and intentions regarding vehicle noise:

(1) There is a significant risk to the health and quality of life of the community due to noise pollution.

(2) State law against excessive motor vehicle noise is inadequate to preserve

the public's peace.

(3) Photographic and electronic devices that measure automotive noise and identify the offending vehicle in traffic accurately and reliably measure decibel levels that exceed the limitations described in 10-2.9.

C. The governing body declares that a vehicle used to violate this section is the instrumentality of a nuisance and shall be abated in the city.

D. The governing body declares that this section is a nuisance abatement section enacted pursuant to the city's authority under state law and that the remedies are purely civil and not criminal in nature.

Section 3. Section 24-4.3 of SFCC 1987 (being Ord. No. 2017-17) is amended to read:

24-4.3 Definitions.

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Automated compliance enforcement system ("ACE") is a device that includes but is not limited to digital, photographic, videographic, and/or acoustic detection equipment, used to detect and assist in the enforcement of the STOP program.

Acoustic camera, sound device, or noise camera means a type of camera, included as a component within an ACE, that detects noise exceeding the limits established in Section 10-2.9, "Motor Vehicle Noise", including, but is not limited to, digital equipment reasonably relied upon by a STOP program administrator.

Authorized emergency vehicle means the same as defined under NMSA 1978, Section 66-1-4.1 (E) (2001) as amended from time to time and, without limitation on the foregoing, shall mean any fire department vehicle, police vehicle, ambulance and any emergency vehicles of municipal departments or public utilities that are designated or authorized as emergency vehicles by the

director of the New Mexico State Police Division of the Department of Public Safety or chief of police of the Santa Fe police department.

Camera[~~, *speed device* or *"CSD"*~~] means the component within an ACE [~~instrument~~] that detects a violation of this section [~~.The definition~~], include[~~es~~]ing, but is not limited to, [~~electronic~~] digital speed or sound detection equipment reasonably relied upon by [~~police officers~~] STOP administrators.

City means the city of Santa Fe.

City clerk means the city clerk of the city of Santa Fe.

City manager means the city manager of the city of Santa Fe.

Contractor means a person or entity that enters a contract with the city to provide the city with digital, photographic, videographic, and/or [~~electronic~~]acoustic evidence of a violation of this Section through an [~~CSD~~] ACE and that may provide administrative support and facilitation for STOP.

Days means calendar days, including holidays.

Default means the failure to pay a STOP fine or to timely pay a fine pursuant to a decision of a hearing officer under this section.

Delivery or delivered means the mailing of a STOP fine notification to a registered owner or nominee or personal service of a STOP fine notification or hearing officer decision on a registered owner or nominee.

Department means the [~~police~~] city agency that employs the [~~police officer~~] STOP administrator who issued a STOP fine notification or caused a STOP fine notification to be issued.

Department of motor vehicles or DMV means the motor vehicle division of the taxation and revenue department of the state of New Mexico or its successor agencies.

Driver means the person operating a motor vehicle at the time of a violation.

Effective date means the date a STOP fine notification is mailed to the recipient [~~by the~~

~~contractor~~] as indicated on the face of the STOP fine notification.

Finance department means the city department established as per Section 2-8 SFCC 1987.

Hearing officer means the city hearing officer, as appointed by the presiding judge of the civil division of the district court, pursuant to Section 3-18-17(A)(4)(e) NMSA 1978. The hearing officer shall be a licensed member of the New Mexico Bar.

Identify means to submit all information on a driver sufficient to allow the city to locate and notify the driver in lieu of the registered owner including but not limited to the name and address of the driver.

Nomination means identification of the actual driver of a car by the registered owner as the responsible party for a violation.

Nominee means the person or entity identified by the registered owner as the driver or responsible party.

Notice of default means a document delivered to the registered owner and stating that the registered owner is in default.

Nuisance means the act of operating a vehicle in violation of this section.

Owner's affidavit means a written statement signed under oath and submitted [~~to the city or the city's contractor~~] under penalty of perjury by the registered owner of a vehicle who asserts therein that the registered owner was not driving a vehicle at the time of a violation.

Police officer means a sworn member of the Santa Fe city police department, the Santa Fe county sheriffs office, the New Mexico state police, or any other public official with authority to stop a vehicle for a traffic violation in the city of Santa Fe.

[~~Public safety aide~~ means a public safety aide of the Santa Fe city police department.]

Registered owner means the owner or owners of a vehicle according to the license plate number or information obtained from the department of motor vehicles, from similar motor vehicle agencies outside New Mexico, from information obtained from the Santa Fe municipal court, from

the Santa Fe county magistrate court, from department records, from an [~~CSD~~] ACE or from any other documentation or methods reasonably relied upon by [~~police officers~~] a STOP administrator. The singular includes the plural.

Respondent means an accused violator who has received a STOP fine notification and requested a hearing.

School zone means a posted "safety zone" as that term is defined under NMSA 1978 66-1-4.16 (2001) as amended from time to time.

Stop fine notification means a written document mailed to the address of the registered owner or nominee stating that a violation has occurred and payment is due.

STOP administrator means the city staff person or persons responsible for administering and enforcing this Section.

Speed camera, speed device, or speed camera means a type of camera, included as a component within an ACE, that detects a violation of this section for speed. The definition includes but is not limited to electronic or digital speed detection equipment reasonably relied upon by a STOP program administrator.

Violation means a violation of this section

Section 4. Section 24-4.4 SFCC 1987 (being Ord. No. 2017) is amended to read:

24-4.4 [~~Violation~~] General Provisions.

A. An image or video recorded by an automated compliance enforcement system shall display the time, date, and location of the covered offense, and an audio recording by an automated compliance enforcement system shall include data sufficient to determine the time, date, and location of the covered offense.

B. Any violation of the Santa Fe Traffic Code, [~~Section 12-5-6 or~~], Section 12-6-1.2, "Speed Limits" or Santa Fe Environmental Regulations, Section 10-2.9, "Motor vehicle noise"; [~~of the City of Santa Fe Traffic Code~~] is a violation of this section.

This section does not apply to authorized emergency vehicles responding to an emergency.

Section 5. Subsection 24-4.5 (being Ord. 2020-2, §7 as amended) is amended to read:

24-4.5 Enforcement.

A. C*riminal Violation Observed by Police Officer*. This section does not abrogate or impair enforcement authority of existing traffic laws by a police officer for a violation committed in their presence. Specifically, if a police officer personally and contemporaneously observes a traffic violation, the police officer may stop the vehicle and issue a citation under state law or the city of Santa Fe Traffic Code in the usual manner.

B. *Violation Recorded by [~~CSD~~] ACE* . The contractor shall provide all evidence of an [~~CSD~~] ACE-recorded violation to a [~~police officer~~] STOP administrator. A [~~police officer~~] STOP administrator shall review all [~~CSD~~] ACE evidence provided by the contractor. If the [~~police officer~~] STOP administrator determines that a violation has occurred, the [~~police officer~~] STOP administrator shall cause a STOP fine notification to be delivered to the registered owner. The registered owner is strictly and vicariously liable for the violation unless one (1) of the exceptions herein applies. If there is more than one (1) registered owner, all registered owners shall be jointly and severally liable.

C. *STOP Fine Notification.*

(1) Form and contents. The STOP fine notification shall [~~state and contain~~] include the following:

(a) name of the registered owner or owners or nominee,

(b) [~~the~~] effective date of the STOP fine notification,

(c) [~~the~~] type of violation,

(d) [~~the~~] date, time, and location of the violation,

(e) a picture of the violation,

(f) [~~the~~] license number of the vehicle,

(g) [~~the~~] name and identification of the issuing [~~police officer~~] STOP program administrator,

(h) [~~the~~] amount of the fine [~~consistent with fees listed in Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance)~~],

(i) whether the fine is a first or subsequent violation,

(j) the response due date and the address for sending the response[~~of the city clerk.~~],

(k) [~~The STOP fine notification shall~~] conspicuous[~~ly and in~~], bold face type stat[~~e;~~]ing, "Failure to pay this fine on time will lead to serious legal consequences including the assessment of additional fines and monies due. A second or subsequent STOP violation within two (2) years from the date of this STOP fine notification will lead to increasing fines and penalties~~.~~",

(l) [~~The STOP fine notification shall include~~] an owner's affidavit form[~~.~~],

(m) [~~The STOP fine notification shall contain~~] a pre-addressed return envelope ~~a~~addressed to the STOP administrator [~~contractor or the Santa Fe police department.~~],

(n) [~~The STOP fine notification shall~~] language informing the registered owner or the nominee of the right to request a hearing [~~by so indicating in a space provided on the form and returning same to the city clerk~~] with instructions describing how to indicate interest, including instructions to do so within thirty-five (35) days of the effective date

of the STOP fine notification.

(2) Delivery. The STOP fine notification shall be mailed [~~delivered~~] to the address of the registered owner according to the address registered with the department of motor vehicles or to the address of the nominee according to the owner's affidavit. Because [~~T~~]the registered owner has a duty to timely notify DMV of a change of address, [~~and~~] the failure to do so does not entitle the registered owner to assert the defense of inadequate notice. The mailing of a STOP fine notification to the address of the registered owner of a vehicle according to the records of DMV or to the address of the nominee according to the owner's affidavit is constructive notice of a STOP fine notification.

D. *Response to a STOP Fine Notification.* Within thirty-five (35) days from the effective date, the registered owner shall respond to the STOP fine notification in one of three ways: 1) pay the fine, 2) [~~file an owner's affidavit making a nomination~~] appeal the fine and request a hearing, or 3) [~~request a hearing~~] file an owner's affidavit making a nomination. [~~To pay the fine, the recipient shall deliver the STOP fine notification with payment to the city or to the contractor according to the instructions on the STOP fine notification. To make a nomination, the recipient shall return the STOP fine notification with a completed owner's affidavit to the contractor. To request a hearing, the recipient shall return the STOP fine notification with the request for hearing to the hearing officer. There is no fee to request a hearing. Three (3) days for mailing is not allowed and the response shall be actually received later than thirty five (35) consecutive days (including holidays) from the effective date. The department and hearing officer shall forthwith notify the contractor concerning the receipt of a request for hearing. If the fine has not been paid, there has been no nomination or a request for~~

~~a hearing within thirty-five (35) days from the effective date, the contractor shall send written notice of default to the department and the registered owner or nominee or both~~].

(1) Payment of STOP fine. Upon receipt of the STOP fine notification, the recipient may elect to admit the violation and pay the fine [~~. To proceed under this paragraph, the recipient shall admit the violation~~] by signing and dating the STOP fine notification on a space provided and returning it [~~the STOP fine notification~~] with payment [~~to the contractor or to the city~~] within thirty-five (35) days, according to the instructions on the STOP fine notification. The city may, but is not required to, adopt procedures for alternative methods of payment of fines using the internet or other on-line services. There shall be a fifty-dollar ($50.00) penalty for any payment tendered that is not honored or is returned for any reason.

(2) Appeal and hearing. The recipient of the STOP fine notification may request a hearing by [~~so indicating and~~] returning the STOP fine notification, consistent with instructions, [~~to the hearing officer~~] within thirty-five (35) days of the effective date. There is no fee for a hearing. The hearing officer shall schedule a hearing and conduct the hearing as is described in 24-4.5(F), "Hearing".

(3) Nomination. Any registered owner who was not driving the car at the time of the violation may either accept the responsibility or identify the driver so the department or the contractor can send a notice of violation to the driver. The nomination procedure described in this paragraph is available to any registered owner and is not limited to corporations and governmental entities. If the registered owner claims that another person was driving the vehicle at the time

of the violation, the registered owner shall so indicate on the owner's affidavit and identify the person who was driving the vehicle and the person's address, if known. [~~The contractor shall forthwith deliver the STOP fine notification and owner's affidavit to the department to the attention of the issuing police officer~~]. The [~~police officer~~] department or contractor may send a new STOP fine notification to the nominee or cause the contractor to deliver a new STOP fine notification to the nominee. The effective date of the STOP fine notification sent to the nominee is the day the STOP fine notification is issued to the nominee as indicated on the face of the new STOP fine notification. If the nominee successfully appeals the allegation that [~~he or she was~~] the nominee was the driver or defaults on payment of the STOP fine, the city may proceed against the registered owner by issuing to the registered owner a [~~subsequent~~] STOP fine notification [~~to the registered owner~~] with a [~~the~~] new effective date [~~being the date so~~] indicated on its [~~the~~] face [~~of the subsequent STOP fine notification~~]. If the city cannot assert jurisdiction over the nominee, the registered owner is responsible, subject to the remaining defenses available in this section. Any registered owner who submits an owner's affidavit does so under penalty of perjury. If the registered owner operates a business that uses a fleet of [~~one (1) or~~] more than one (1) vehicle[~~s~~] and nominated the driver on a previous violation and the driver paid the fine or otherwise cleared the violation, a subsequent violation pertaining to the fleet vehicle shall not be considered a second, third, or subsequent violation regarding that vehicle, unless [~~driven by~~] the same driver was driving the vehicle in the initial violation and subsequent alleged violations. Without limitation on the foregoing, nomination may be used [~~when~~] under the following circumstances:

(a) the registered owner is the United States of America, state of New Mexico, county of Santa Fe, city of Santa Fe, or any other governmental entity that owns a vehicle that was being driven by a natural person who was an employee, contractor or agent of the governmental entity at the time of the alleged violation. Said entities shall nominate and identify the driver.

(b) The registered owner is a place of business, corporation, or other non-natural entity that owns a vehicle [~~that was being driven by a natural person who was the employee, contractor or agent of the business, corporation or other non-natural entity at the time of the alleged violation. Said entities shall nominate and identify the driver~~].

(c) The registered owner is an automobile rental business, automobile dealership, or other business entity that, in the ordinary course of business, leases vehicles to others and the lessee was driving the vehicle at the time of the alleged violation. Said entities shall nominate and identify the driver.

(d) The registered owner was not driving the vehicle at the time of the violation. [~~To assert the defense mentioned in this paragraph, t~~] The registered owner shall nominate and identify the [~~actual~~] driver. [~~and comply with the nomination provision above to assert this defense~~].

E. *Default.* If the city does not receive payment of the fine, a nomination, or a request for a hearing within thirty-five (35) days from the effective date, the registered owner is in default. Default automatically results in liability to the registered owner for the violation and the registered owner is barred from requesting or obtaining any hearing on the merits of the STOP fine after the date of the default. A default results in an additional penalty of twenty-five dollars ($25.00). The department shall mail, or cause

the contractor to mail, the notice of default to the defaulting party. The notice of default shall inform the [~~recipient~~] defaulting party that they have twenty (20) days from the date of mailing of the notice of default to pay the fine and default penalty [~~or request a hearing from the hearing officer~~]. If the default is not cured, the city may pursue all remedies for collection of a debt and [~~is entitled to~~] may seek an award of reasonable attorney's fees incurred. An uncured notice of default shall be entered into the records of the department. The registered owner is liable for a default by a nominee.

F. *Hearing.* In the event of a demand for a hearing, the hearing officer shall hold a hearing within ninety (90) days from the date of the request for hearing unless a continuance is granted pursuant to the consent of the parties. The hearing does not need to be held within ninety (90) days if a continuance is granted. The hearing officer is in charge of the proceedings and may exclude any person for inappropriate conduct. The hearing shall be conducted following the rules of evidence and civil procedure for the district courts. The department has the burden to prove by a preponderance of the evidence that the violation occurred. The respondent has the burden to prove any defenses by a preponderance of the evidence. A photograph, videotape, audio file, or other [~~electronic~~] evidence collected by an ACE of a violation is authentic, is not hearsay, and shall be admitted into evidence by the hearing officer. The respondent may challenge the weight or accuracy of the evidence. If the department prevails, the respondent shall pay the fine. The hearing officer shall render a decision in writing in ten (10) days and provide the decision to the department and the finance department. A determination by the hearing officer shall not impose a total amount of penalties, fines, fees and costs in excess of that provided in this section. The hearing officer may refer the respondent to teen court according to the municipal court's procedures for teen court referrals. Failure to pay a fine as ordered by the hearing officer within twenty

(20) consecutive days from the date of the decision is a default and will apply against the vehicle without service of a notice of default. Following a hearing, the respondent may appeal the decision of the hearing officer to district court within thirty (30) days of the decision and may recover the costs of filing the appeal if successful.

G. *Defenses.* The respondent may present the following defenses in addition to any other defenses available under law and has the burden of proof concerning the defenses:

(1) The vehicle was stolen or otherwise being driven without the registered owner's knowledge or permission at the time of the alleged violation. The registered owner shall have a police report pertaining to the theft to avail the owner of this defense.

(2) The ownership of the vehicle had lawfully been transferred and conveyed from the registered owner to another person before the time of the alleged violation. To assert this defense, the registered owner shall identify the transferee and provide proof of conveyance.

(3) The evidence does not show that a violation was committed involving the subject vehicle.

(4) The registered owner was not driving the vehicle at the time of the violation. To assert the defense mentioned in this paragraph, the registered owner shall identify the actual driver and comply with the nomination provision above to assert this defense.

(5) The vehicle should not be assessed an increased fine for a subsequent violation because the registered owner owns or operates a fleet of vehicles in a business and nominated the actual driver who satisfied payment of the fine on the previous violation.

(6) The registered owner did not receive notice because the STOP fine notification was not mailed to the address of record with the department of motor vehicles.

H. *Fine.* Except as set forth in paragraph ([~~2~~]3) below, the following fines are prescribed for all violations, including those imposed by the hearing officer. Nothing in this section shall prohibit the department from entering into pre-hearing settlement agreements with respondents.

(1) Speeding.

(a) For [~~each~~] the first violation, the fines for speeding are as follows:

([~~a~~] i) More than five (5) miles per hour over the speed limit in school and construction zones: one hundred dollars ($100[~~.~~]);

([~~b~~ ii]) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars ($50[~~.~~]).

([~~2~~]b) For subsequent violations within two (2) years of the preceding violation, the fines for speeding are as follows:

([~~a~~]i) More than five (5) miles per hour over the speed limit in school and construction zones: one hundred and fifty dollars ($150);

([~~b~~]ii) More than ten (10) miles per hour over the speed limit: one hundred dollars ($100).

(2) Noise.

(a) vehicular noise exceeding the limits in SFCC Section 10-2.9: five hundred dollars ($500).

([~~2~~]3) The hearing officer may allow service to the city as an alternative to payment of fines. A violator who elects to avail themselves of the option of service to the city in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon city employees, including, without limitation, workers compensation. The city is not

responsible for damages incurred except as otherwise provided by law. The person seeking relief hereunder shall timely request the option of service to the city in lieu of payment of a fine by requesting a hearing before a hearing office at which to demonstrate that the person eligible for the option and shall not be in default on payment of other fines, fees, or liens levied by the city [~~of Santa Fe~~]. Respondents ordered to perform community service in lieu of payment of a fine shall complete such community service within thirty (30) days from the date of hearing. [~~Passing a background check is required~~] A person who cannot pass the background check to qualify as a volunteer shall not obtain relief under this paragraph. The services shall be performed [~~for~~] with approved organizations or city departments. Services shall be rendered in not less than full hour increments and shall be credited against the fine payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee may [~~shall~~] establish procedures for administering this paragraph including, but not limited to, the nature of services performed.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Sep 19, 2025 17:08:54 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/Automated Compliance Enforcement System

FIR No. 10640.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Sound Cameras Placed in Section 24-4 STOP Program (Bill)

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Police Department

Staff Completing FIR: Benjamin Valdez, Deputy Police Chief

Date: 12/10/2024 **Phone:** (505) 955-5040

Reviewed by City Attorney: Erin McSherry Erin McSherry (Sep 19, 2025 17:08:54 MDT) **Date:** 09/19/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 09/19/2025

Summary:
This bill would amend SFCC 1987, Section 24-4 , "Santa Fe Traffic Operations Program" ("STOP"), to provide for the use of devices that detect vehicle noise exceeding nuisance levels using an automated compliance enforcement system to produce the evidence to support noise violation citations, using the process provided in the STOP ordinance for speeding citations . The bill would also allow the City Manager to assign responsibility for STOP administration, removing the requirement for the administering department to be the police department citations.

Departments Affected:
This bill would affect the Police Department, by not requiring that Department to administer the program, and it would affect the department ultimately assigned responsibility for administering STOP.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the STOP ordinance would not include regulating vehicular noise regulation and the police department would be required to administer speeding violations.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
If adopted, this bill would require the City to take operational steps to administer STOP as contemplated in the bill. In particular, a department would need to be assigned to work with a city contractor to administer

the program. Personnel from that department would review evidence, determine if it sufficient to issue a citation, and participate in administrative hearings if an individual decides to appeal a citation.

Fiscal Implications:

The automated compliance enforcement system is intended to fund itself through revenue generated by the payment of violation fees. While there is an initial system cost, the automated enforcement system is paid using a portion of the fines collected. Then, State Statute NMSA 1978, Section 3-18-17 requires one half the speeding violations fee revenues (after paying the system contractor) go to the State Treasurer and one half go to the City for traffic safety programs and to offset the reasonable costs directly related to administering the program.

The fee structure for speeding violations is as follows:

First violation:

a) one hundred dollars ($100) for more than five (5) miles per hour over the speed limit in school and construction zones;
b) fifty dollars ($50) for more than ten (10) miles per hour over the speed limit;

Subsequent violations within two (2) years of the preceding violation:

a) one hundred fifty dollars ($150) for five (5) miles per hour over the speed limit;
b) one hundred dollars ($100) for more than ten (10) miles over the speed limit.

The fee structure for all noise violations are as follows:

a) five hundred dollars ($500)

The City has funded the initial implementation of the program as contemplated in this bill with $1,000,000. Funds are budgeted as follows: $250,000 in Lodger's Tax Fund and $750,000 in General Fund from FY25 one time funding. This cost does not include staffing during the first year of the implementation of the program, as contemplated by the bill. However, revenues from the program may be utilized towards funding staff time dedicated to the administration of STOP.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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

Expenditure Narrative:

See "Fiscal Implications Narrative" above.

Revenue

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

Revenue Narrative:

Signature:

Email: mscott@santafenm.gov

Signature:

Email: akphillips@santafenm.gov

Signature:

Email: pmjoye@santafenm.gov

Signature:

Email: bpvaldez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: September 11, 2025

To: Governing Body; Public Works and Utilities Committee; Quality of Life Committee; Finance Committee

From: Henri Hammond-Paul, Community Health and Safety Director

RE: Establishing a Micro Community in Every District

EXECUTIVE SUMMARY:

The proposed resolution would require a Micro Community in every City of Santa Fe ("City") Council district to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe by January 1, 2027. Alternatively, in the event a Micro Community in each district is not possible, the resolution requires a presentation to the Governing Body, describing the reasons why a Micro Community in one or more Council districts is not possible and making related recommendations.

BACKGROUND:

On April 26, 2023, the Governing Body adopted Resolution No. 2023-16, which established the "Safe Outdoor Spaces" as an alternative sheltering model for those experiencing homelessness and for whom standard shelter options are not feasible. Safe Outdoor Spaces provides private, non-congregate sleeping quarters, access to bathrooms and showers, laundry facilities, meals, and connections to services, including access to case managers and services providers. A Safe Outdoor space provides a regular place to return, a comfortable, climate-controlled place to sleep, a secure place for storing belongings, agency and ownership, community support, and enables outreach workers and case managers to know where to find the people they are assisting.

In December of 2023, the Governing Body approved a pilot agreement between the City and Christ Lutheran Church and Life Link to establish a Micro Community in City Council District 2. The City approved developing a second Micro Community though Resolution No. 2025-38 at 2395 Richards Avenue, located next to Fire Station 7 and the Genoveva Chavez Community Center in City Council District 4. To date, the Governing Body has not approved Micro Communities in Council districts 1 or 3.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

REQUIRING A "MICRO COMMUNITY" IN EVERY CITY OF SANTA FE COUNCIL DISTRICT BY JANUARY 1, 2027, OR, IF THAT TIMELINE IS NOT MET, A PRESENTATION EXPLAINING THE BARRIERS TO MEETING THE TIMELINE AND RECOMMENDING HOW AND WHEN THE GOAL OF A MICRO COMMUNITY IN EVERY DISTRICT CAN BE ACHIEVED.

WHEREAS, the City's "Point-in-Time Count" and daily outreach and emergency services data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex behavioral health, substance use, and trauma-related needs; and

WHEREAS, the City of Santa Fe ("City") recognizes homelessness as a public priority requiring coordinated and innovative shelter responses; and

WHEREAS, Safe Outdoor Spaces, also called "Micro Communities" are comprised of individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case management, and 24 hour-a-day, 7 day-a-week, supervision, designed to provide a safe and stable environment for persons experiencing chronic homelessness; and

WHEREAS, the City has a history of supporting Micro Communities as a model to serve

a crucial public health and public safety function by reducing the spread of disease, decreasing emergency service calls, improving neighborhood conditions, and reducing the number of people living unsheltered in parks, arroyos and public spaces; and

WHEREAS, in April 2023, the Governing Body adopted Resolution No. 2023-16, which supported Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter infrastructure, land, and operators to serve people for whom traditional shelter options are not viable; and

WHEREAS, in December of 2023, the Governing Body approved a pilot agreement between the City and Christ Lutheran Church and Life Link to provide housing to unsheltered individuals, establishing the first Safe Outdoor Space in Santa Fe in City Council District 2; and

WHEREAS, through Resolution No. 2025-38, the City approved developing a second Micro Community at 2395 Richards Avenue located next to Fire Station 7 and the Genoveva Chavez Community Center in City Council District 4; and

WHEREAS, equitable access to shelter and services across all districts is essential to ensure that all residents of Santa Fe are treated with dignity and have opportunities to access support close to where they live; and

WHEREAS, responding to the challenges of homelessness requires a city-wide, community-wide response with all parts of Santa Fe participating and contributing, with ample community engagement and transparent planning; and

WHEREAS, the City wishes to establish a Micro Community in each city council district to ensure citywide access to safe shelter and supportive services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall establish a Micro Community in every City council district by January 1, 2027.

BE IT FURTHER RESOLVED that if a Micro Community is not established in every

City council district, the City Manager or designee shall present to the Governing Body the reasons why it has not happened and make further recommendations as to how and when Micro Communities can be established at the earliest possible date.

BE IT FURTHER RESOLVED that the City Manager or designee shall develop an implementation plan that recognizes and credits districts that have one or more Micro Communities and otherwise identifies potential locations, budget estimates, and projected timelines for establishing a Micro Community in districts without a Micro Community.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Sep 19, 2025 17:26:09 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Establishing a Micro Community in Every District

FIR No. 10715.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing a "Micro Community" in Each District

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Community Health and Safety Department

Staff Completing FIR: Henri Hammond-Paul **Date:** 9/12/2025 **Phone:** (505) 490-7818

Reviewed by City Attorney: Erin McSherry Erin McSherry (Sep 19, 2025 17:26:09 MDT) **Date:** 09/19/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 09/19/2025

Summary:
The proposed resolution would require a "Micro Community" in every City of Santa Fe ("City") council district to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe. by January 1, 2027. Alternatively, in the event a Micro Community in each district is not possible, the resolution requires a presentation to the Governing Body, describing the reasons why it is not possible and making related recommendations.

Departments Affected:
Community Health and Safety Department and Community Development Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then Micro-Communities would not be required in all City Council districts.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolutions 20203-16 and 2025-38

Performance and Administrative Implications:
Community Health Services ("CHS") does not currently have operating or contracting/professional service funds to place Micro Communities in every City Council district. If the City wants to have a Micro Community in each district, the City will need to allocate recurring funds for operations and one-time funds for construction.

Fiscal Implications:
Fiscal Implications of this resolution will vary, depending on the specifics of each Micro Community. Characteristics such as food preparation capacity, land development needs, and security needs influence cost for implementing and operating each area.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 400,000	$	$				
Contractual/ Professional Services	$ 500,000	$ 500,000	$ 2,000,000				
Operating	$	$	$				$
Total:	$ 900,000	$ 500,000	$ 2,000,000				$ 3,400,000

Expenditure Narrative:

CHS identifies that it costs about $500,000 to operate a given Micro Community of 30-40 units on an annual basis. The City has Pallet units sufficient to open Micro Communities in every City Council district in storage currently. Also, the team is looking into local solutions to reduce development and construction costs.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: hmhammondpaul@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: August 28, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Rod Gould, Senior Advisor and Public Engagement Coordinator RG

RE: Living Wage Update

EXECUTIVE SUMMARY:

The proposed legislation would amend SFCC 1987, Section 28-1, to increase Santa Fe's minimum wage to $17.50/hour, beginning January 1, 2027. Thereafter, the ordinance would increase by a rate equal to the average of (1) the increase (if there is one) to the consumer price index for the western regions for urban wage earners and clerical workers of the Western Region Consumer Price Index ("Western Region CPI") (for the previous year) and (2) the increase (if there is one) to the United States Department of Housing and Urban Development's ("HUD") "Fair Market Rent" for a two-bedroom unit in Santa Fe. The purpose is to tie the escalator more closely to the cost of housing, which, according to the impact analysis entitled "Raising the Living Wage in Santa Fe: Potential Impacts and Analysis" ("Santa Fe Impact Analysis") (attached to this memo), is the most significant affordability factor for workers. The annual increase to the minimum wage would be 5% per year and the minimum wage would not decrease in the event of a depression or economic crisis.

BACKGROUND:

There is a gap between what it costs to live in Santa Fe and what people who work in Santa Fe are paid. The Living Wage Ordinance, adopted in 2002 with a limited scope and amended soon after in 2003, sought to address what was already a gap back then. In the last 23 years, the gap has grown wider, forcing more working Santa Feans to leave the city where they work and have roots and relocate to less expensive communities. There are numerous negative consequences—economic, social, and more—of allowing that long-standing trend to continue, not the least of which are the losses of diversity and community continuity in Santa Fe.

Median incomes in the city have risen 36% since 2016; rents have increased 74%, and home prices by 80% according to housing data from the Santa Fe Forward general plan assessment. According to the Santa Fe Impact Analysis, housing costs are the single largest cost burden for low-wage workers in Santa Fe. Over the past 25 years, Santa Fe Market Rent (FMR) levels have consistently trended upward faster than general inflation in the Western United States.

CITY OF SANTA FE

Memorandum

Housing production in Santa Fe decreased after the 2008 recession but has since rebounded. There has been a dramatic uptick in multifamily construction in recent years, with 407 to 840 units per year permitted since 2018, partially due to regulatory changes to the Santa Fe Homes Program which improved development feasibility and offered developers additional ways to meet the inclusionary zoning requirements.

Data compiled by the 2025 Santa Fe Forward report suggests that City policies on the housing supply side have had some impact on the cost of rental units in Santa Fe. The significant influx of new apartments in the past few years has slowed rent increases. For example, data show that early 2025 rents have risen only about half of a percent above rents from a year ago. More production, particularly of multi-family rental units, will continue to impact rental costs. The next step is to make an adjustment to the living wage.

Santa Fe's living wage increased to $15/hour on March 1, 2025. The New Mexico State minimum wage is $12/hour. The federal minimum wage has remained at $7.25/hour since 2009. However, the current impact of the $15/hour living wage is limited. Many employers are already paying more than the living wage for entry level workers and have been doing so for some time.

ANALYSIS AND PROPOSAL SPECIFICS:

-Raise the living wage to $17.50/hour January 1, 2027. Approving the adjustment in 2025, but delaying its implementation until 2027, allows employers time to prepare for the increase and navigate the current economic uncertainty.

- Continue to include income from tips in calculating the living wage as is currently provided in the Living Wage Ordinance, Section 28-1.5. Nonprofit organizations whose primary source of funds is from Medicaid remain exempted. The value of health care and/or childcare benefits continues to count in the calculation of wages paid to employees.

-Beginning January 1, 2028, following the 2027 implementation of the new $17.50/hour living wage, adjust the formula for calculating the annual increase. Rather than using the Western Region CPI in isolation, the new formula would also include the HUD Fair Market Rent for a two-bedroom unit in Santa Fe, averaging the annual increase (if there is an increase to both) of the two figures. The purpose of including the HUD Fair Market Rent is to acknowledge that housing plays a primary role in the high cost of living in Santa Fe. Combining the CPI with the Fair Market Rent more accurately addresses the fundamental challenge workers face in being able to live in Santa Fe. The Fair Market Rent figure is published by the U.S. Department of Housing and Urban Development and is Santa Fe-specific and publicly available.

-Cap any annual increase in the living wage at 5% and, as a floor, prohibit any decrease in the living wage, even if housing costs should dip dramatically in any given year. Historical data included in the scenario analysis, "What Should a Living Wage Look Like in Santa Fe: Five Potential Scenarios" (attached to this memo) suggest that living wage growth will fall within the 2-4% range of the 5% cap. The 5% cap would be triggered only in years with rare economic circumstances. Similarly, the floor would only apply in deep deflationary cycles.

CITY OF SANTA FE

Memorandum

Projected Increases in Living Wage Based on Historical Western CPI and Housing Prices in Santa Fe

Year	10th percentile (0.00%)	50th percentile (2.6%)	90th percentile (5.0%)
2025	$15.00	$15.00	$15.00
2026	$15.00	$15.00	$15.00
2027	$17.50	$17.50	$17.50
2028	$17.50	$17.96	$18.38
2029	$17.50	$18.42	$19.29
2030	$17.50	$18.90	$20.26
2031	$17.50	$19.39	$21.27
2032	$17.50	$19.90	$22.33
2033	$17.50	$20.41	$23.45
2034	$17.50	$20.94	$24.62
2035	$17.50	$21.49	$25.86

This chart indicates that the most likely scenario, based on historical CPI increases and housing growth, is that the proposed living wage will grow at a rate of 2.6% per year. If there is little or no inflation and little to no rent increases over the next ten years, the living wage will remain at $17.50/hour. If both inflation rates and rental costs rise significantly over the next decade, the annual living wage increase would be capped at 5% per year.

Financial Impact on City of Santa Fe:

Analysis of the most recent payroll shows 18 of roughly 1,350 City employees making slightly less than $17/hour. Although these employees receive a substantial benefits package, staff would recommend raising their base wages to the $17.50 per hour specified in this legislation at a cost of the $13,467.71 per year.

ATTACHMENTS:

Bill
Fiscal Impact Report
Memo Attachment – Santa Fe Scenario Analysis
Memo Attachment – Santa Fe Impact Report
Memo Attachment -- Proposal for Revising Current Living Wage Law

Image: Domenico Convertini. Lisence: CC BY SA 2.0

Raising the Living Wage in Santa Fe:

Potential impacts and analysis

This version: August 27, 2025

Overview

Santa Fe has long been a national leader in implementing a living wage ordinance, establishing higher minimum standards than both state and federal policy. The city's original living wage ordinance, adopted in 2003, was among the first of its kind and quickly became a focal point for both local debates and national scholarship. Today, as the Santa Fe City Council considers another adjustment to the city's living wage, many of the same themes have reemerged: particularly questions about timing, scope, and economic impact. At the same time, the policy conversation is occurring within a new macroeconomic context marked by higher inflation, rising housing costs, and shifting national priorities.

This analysis draws on the history of Santa Fe's ordinance, recent empirical research, and specific concerns voiced by councilors during the most recent work session. The goal is to provide an evidence-based perspective on what a wage adjustment would mean for the city's workers, businesses, and long-term economic, social, and cultural vitality.

Understanding the Santa Fe Economy

Assessing the implications of a living wage adjustment requires situating the policy within Santa Fe's broader economic structure. The city's sectoral composition, seasonal labor market patterns, and public–private balance provide essential context for evaluating potential outcomes.

Santa Fe's economy remains anchored by its strong cultural, tourism, and arts sectors. Employment in Santa Fe is seasonal, with the nonfarm civilian workforce across Santa Fe County rising to 65k in the summer months, driving both increased demand for employment and higher unemployment rates as greater numbers of workers enter the labor force to seek employment.[1] The leisure and hospitality sector, which includes hotels, restaurants, and tourism-related services, is particularly central to the city's economy, representing nearly 20% of total employment. Government remains the single largest sector at 22.8%, education and health services (17.7%) and trade, transportation, and utilities (15.7%). Professional and business services make up 8.3%, while industries such as construction, finance, and manufacturing contribute smaller but steady shares. Taken together, Santa Fe's employment profile reflects its dual identity as both a government and service hub and a tourism-driven economy, with labor market conditions closely tied to seasonal visitor flows and the cultural calendar that sustains the city's broader economic vitality.[2]

Largest Employment Sectors, Santa Fe County

June 2025

Government	14.8	22.8%
Leisure and Hospitality	12.7	19.6%
Education and Health Services	11.5	17.7%
Trade, Transportation, and Utilities	10.2	15.7%
Professional and Business Services	5.4	8.3%
Mining, Logging, and Construction	3.2	4.9%
Other Services	3.2	4.9%
Financial Activities	2.3	3.5%
Manufacturing	0.8	1.2%
Information	0.8	1.2%
Total Nonfarm Labor Force	**64.9**	**100%**

[1] https://www.bls.gov/eag/eag.nm_santafe_msa.htm
[2] https://data.bls.gov/timeseries/SMU35421407000000001

Largest Employers Located in Santa Fe, NM (2024-2025 Estimates)

Rank	Location	Employees	Source
1	State of New Mexico	**5,900**	https://www.spo.state.nm.us/wp-content/uploads/FY24-Compensation-Report.pdf
2	Christus St. Vincent	**2,500**	https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html
3	Santa Fe Public Schools	**1,800**	https://www.sfps.info/page/sfps-sustainable
4	City of Santa Fe	**1,500**	https://santafenm.gov/
5	Santa Fe County	**850**	https://www.linkedin.com/company/santa-fe-county/
6	Santa Fe Community College	**661**	https://www.sfcc.edu/fast-facts/mission-vision-governing-board/
7	Presbyterian Santa Fe	**545**	https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html
8	Eldorado Hotel	**500**	https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html
9	Hotel Chimayo	**500**	https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html
10	Hotel St. Francis	**500**	https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html

In addition, an estimated 3,500 employees of Los Alamos National Laboratories live in Santa Fe, NM[3]

Santa Fe's employment base is anchored by a mix of government, healthcare, education, and hospitality. The State of New Mexico is by far the largest single employer, with approximately 5,900 employees in the city. Healthcare is also a major driver, led by Christus St. Vincent with 2,500 employees, alongside Presbyterian Santa Fe with 545 employees. Education remains a central pillar, with Santa Fe Public Schools employing 1,800 and Santa Fe Community College supporting 661 faculty and staff. Local government contributes significantly as well, with 1,400 City of Santa Fe employees and 850 working for Santa Fe County. Santa Fe's robust tourism and hospitality sector rounds out the top employers, with large hotel operations such as the Eldorado Hotel, Hotel Chimayo, and Hotel St. Francis, each employing around 500 workers. In addition, an estimated 3,500 employees of Los Alamos National Laboratory live in Santa Fe, contributing to the local labor market despite the lab's physical location in neighboring Los Alamos County.

Prevailing wage data in Santa Fe is accessible via the Bureau of Labor Statistics Occupational Employment and Wage Statistics (OEWS) survey, most recently completed in May 2024.[4] Comparing Santa Fe's occupational wage profile to the United States as a whole highlights both the city's structural reliance on service-oriented employment and the wage disparities that characterize its labor market. Overall, the mean hourly wage in Santa Fe is $29.05, which is $3.61 lower than the U.S. average of $32.66. This differential reflects both sectoral composition and localized pay gaps across multiple occupational categories.

High-skill, high-wage professions in Santa Fe exhibit some of the largest negative differentials relative to the national average. For example, management occupations earn $13.17 less per hour than their national peers, while legal occupations earn $16.50 less per hour. Similar downward gaps are evident in business and financial operations (-$9.49), computer and mathematical occupations (-$10.37), and arts, design, and media (-$7.53). These figures suggest that Santa Fe's position as a cultural and governmental hub does not extend to supporting nationally competitive wages in many knowledge-based fields.

[3] https://losalamosreporter.com/2023/05/05/lanl-report-shows-37-7-percent-of-employees-lived-in-los-alamos-county-as-of-sept-30-2022/
[4] https://www.bls.gov/regions/southwest/news-release/occupationalemploymentandwages_santafe.htm

At the same time, Santa Fe wages are more competitive in several critical areas. Healthcare practitioners and technical workers earn $6.18 more per hour than the national average, reflecting the scarcity of qualified healthcare workers locally and the influence of major employers such as Christus St. Vincent. Wages in food preparation and serving occupations are slightly above the U.S. average (+$0.88), which is notable given the sector's large share of Santa Fe employment (13.6% versus 8.8% nationally). Other large occupational groups, such as office and administrative support, education, and building and grounds maintenance, show wages roughly in line with national averages, with gaps of less than $1 per hour. These sectors, while not highly paid, are crucial to Santa Fe's labor market given their large shares of local employment. The figure below is adapted from the Bureau of Labor Statistics:

Major occupational group	Percent of total employment		Mean hourly wage ($)		Pay Differentials
	United States	Santa Fe	United States	Santa Fe	(SF Pay - US Pay)
Total, all occupations	100.0	100.0	$ 32.66	$ 29.05	$ (3.61)
Management	7.1	7.1	$ 68.15	$ 54.98	$ (13.17)
Business and financial operations	6.7	7.6	$ 45.04	$ 35.55	$ (9.49)
Computer and mathematical	3.4	2.6	$ 56.16	$ 45.79	$ (10.37)
Architecture and engineering	1.7	1.2	$ 49.99	$ 47.09	$ (2.90)
Life, physical, and social science	0.9	1.3	$ 43.12	$ 38.46	$ (4.66)
Community and social service	1.7	1.7	$ 30.31	$ 30.42	$ 0.11
Legal	0.8	1.4	$ 66.19	$ 49.69	$ (16.50)
Educational instruction and library	5.8	4.9	$ 31.69	$ 31.02	$ (0.67)
Arts, design, entertainment, sports, and media	1.4	1.5	$ 37.04	$ 29.51	$ (7.53)
Healthcare practitioners and technical	6.2	5.1	$ 50.59	$ 56.77	$ 6.18
Healthcare support	4.8	3.6	$ 19.06	$ 18.40	$ (0.66)
Protective service	2.4	2.9	$ 29.33	$ 28.41	$ (0.92)
Food preparation and serving related	8.8	13.6	$ 17.32	$ 18.20	$ 0.88
Building and grounds cleaning and maintenance	2.9	4.3	$ 19.01	$ 18.59	$ (0.42)
Personal care and service	2.0	2.4	$ 18.95	$ 18.18	$ (0.77)
Sales and related	8.7	9.5	$ 26.00	$ 21.90	$ (4.10)
Office and administrative support	11.8	14.5	$ 24.12	$ 23.42	$ (0.70)
Farming, fishing, and forestry	0.3	0.2	$ 20.06	$ 20.13	$ 0.07
Construction and extraction	4.1	3.8	$ 30.73	$ 24.51	$ (6.22)
Installation, maintenance, and repair	3.9	3.4	$ 29.63	$ 25.17	$ (4.46)
Production	5.7	2.3	$ 24.08	$ 23.73	$ (0.35)
Transportation and material moving	8.9	5.0	$ 23.44	$ 20.10	$ (3.34)

Rising living costs and a cooling housing market present significant challenges. As of August 2025, the average Santa Fe, NM home sells for $590,845[5], down 0.7% over the prior year and reflective of higher inventories and reduced absorption rates. Despite the slowdown, Santa Fe has emerged as the nation's #2 luxury second-home market[6], with a median listing price in the 90th percentile of nearly $2.7 million with steady demand from affluent buyers and retirees. Mean rents in Santa Fe are currently between $1,735 and $1,860[7] per month. The HUD 40th percentile Fair Market Rent for a two-bedroom rental is $1,685 per month[8].

[5] https://www.zillow.com/home-values/40760/santa-fe-nm/
[6] https://www.realtor.com/research/july-2025-wsj-rdc-luxury-housing-market-ranking/
[7] https://www.apartments.com/rent-market-trends/santa-fe-nm/ and https://www.rentcafe.com/average-rent-market-trends/us/nm/santa-fe/
[8] https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2026_code/2026summary.odn

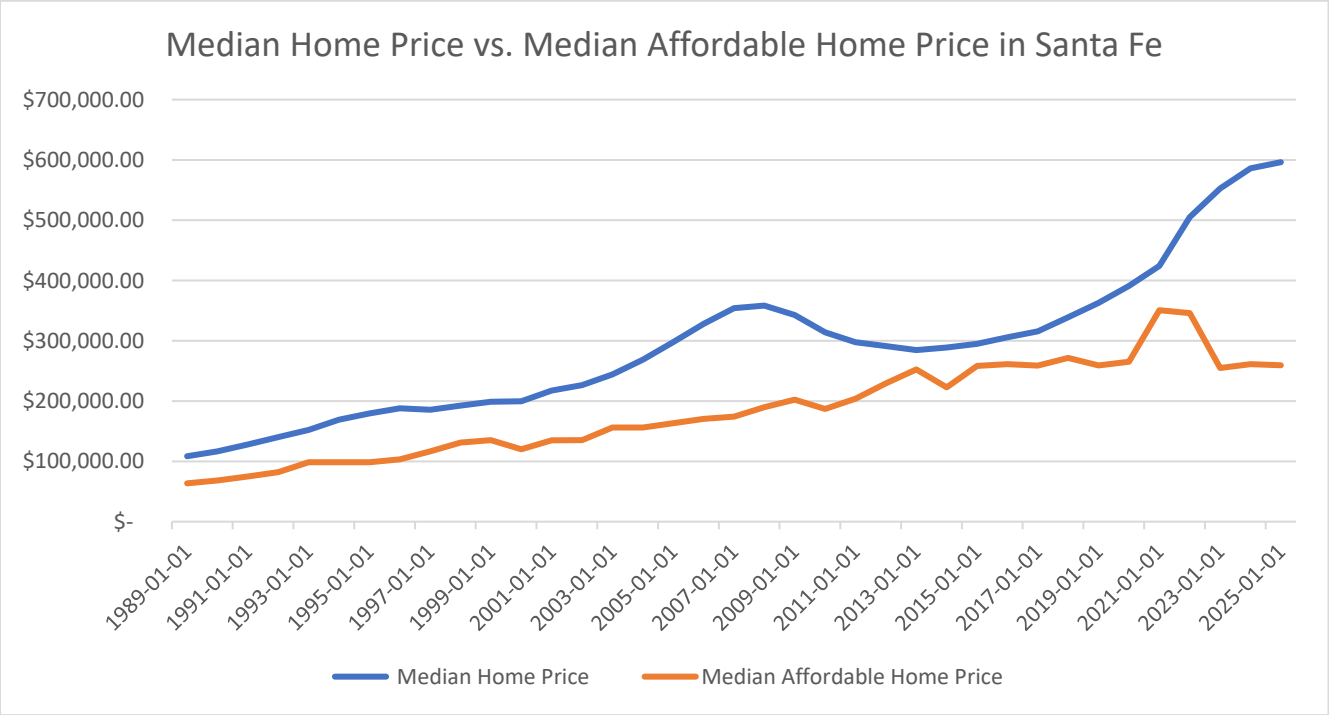
The median household income in Santa Fe was $78,366 in 2023, which, when adjusted for national wage growth, equates to $83,567 in 2025.

- Under the standard 30 percent of gross income housing affordability threshold, a household earning the median income could reasonably afford a home priced at $259,462, given current mortgage rates and property tax levels in Santa Fe.

- By contrast, to afford the median home price in Santa Fe, a household must earn at least $172,375 annually**.** This difference produces an affordability gap of more than 106 percent**,** which is nearly double the 57 percent gap observed nationally**.**

- Approximately 81 percent of households in Santa Fe earn less than $172,375, and therefore fall below the threshold required to afford a median-priced home, underscoring the severity of the city's housing affordability crisis.

The figure below graphs the median home price in Santa Fe since 1989, and the median 'affordable home price' in Santa Fe, determined by the median household income of the town and prevailing tax and mortgage rates:



The high prices of real estate contributes to a cost of living index that is 16% higher than the national average and 28% higher than in New Mexico as a whole.[9] While affordability pressures persist, particularly for working families, New Mexico's broader fiscal picture is more optimistic: energy-driven state revenues have created fiscal flexibility to support housing, education, and infrastructure, indirectly benefiting Santa Fe. Compared to other U.S. regions, Santa Fe's average costs for groceries,

[9] https://www.erieri.com/cost-of-living/united-states/new-mexico/santa-fe

health care, utilities, and transportation are broadly in line with national levels, but housing remains distinctly overpriced relative to the rest of the country, as well as New Mexico.

Evidence from the Literature: Employment, Prices, and Business Impacts

Santa Fe already operates with a city *living wage* that rose to $15.00/hour on March 1, 2025 (the New Mexico state floor remains $12.00). The mayor has proposed raising the city living wage to $17.50, which would represent a 16.7% increase from today's level. Leisure and hospitality (hotels, restaurants, attractions) is an unusually large local employer, comprising nearly 20% of nonfarm jobs. Government employment remains the single biggest sector with nearly 23% of all employment. These shares matter because low-wage exposure (and thus policy sensitivity) is highest in restaurants, hotels, and certain retail services.

What are the benefits to increasing the minimum wage for businesses?

- *Reduced turnover:* Multiple studies show that higher minimum wages lower employee separation rates, particularly in service industries with historically high churn. Lower turnover directly reduces recruitment and training costs, which can be substantial in hospitality and retail where new employee onboarding and skill ramp-up take time. In Santa Fe, where seasonality drives frequent hiring cycles, a reduction in churn could stabilize scheduling and reduce operational disruptions (see Dube et. al. 2016; Hirsch et. al 2015).

- *Training cost savings:* Lower turnover translates into less frequent hiring, which means employers spend less on advertising, onboarding, and job-specific training. These savings are not trivial: research suggests that turnover costs for lower-wage service positions can amount to 16–20 percent of annual pay. Over time, these avoided costs help offset part of the wage increase and allow managers to invest resources elsewhere (see Boushey & Glynn, 2012; Dube et. al, 2016).

- *Productivity and morale gains:* Improved wages reduce financial stress and increase worker engagement, which can lead to measurable productivity improvements. In some studies, modest gains in output per worker have been observed following wage hikes, as employees reciprocate through better performance and attendance. In industries like food service and lodging, where customer satisfaction is tightly tied to staff attentiveness, even small productivity gains can have revenue impacts (See Reich et. al., 2014).

- *Customer service and quality stability:* A more stable and experienced workforce improves consistency in customer-facing roles. In the tourism-driven economy of Santa Fe, restaurants and hotels depend on reliable staff to deliver service quality that supports repeat visits and positive reviews. With higher wages, businesses may see not only smoother operations but also stronger reputational benefit (see Schmitt 2013; Hirsch et. al 2015).

- *Reduced absenteeism***:** Higher wages are associated with lower absenteeism, as workers can better manage transportation, childcare, and health costs. For employers, this means fewer unexpected scheduling gaps and a more predictable workforce. Reliable attendance is particularly important in Santa Fe's leisure and hospitality sector, where understaffing during peak visitor seasons can have outsized consequences (see Boushey & Glynn, 2012; Cooper et. al, 2019).

- *Macro demand effects:* Because low-wage workers tend to spend additional earnings locally, higher wages can feed back into the local economy through stronger consumer demand. In Santa Fe, this dynamic means that wage increases at restaurants, hotels, and retailers can return in part as higher sales revenue in those same sectors, while also broadening the gross receipts tax base for the city (see Aaron et. al. 2008; Renkin et.al. 2022).

What does the research say about how minimum wage effects play out?

- *Employment effects:* The broad U.S. literature finds small to near-zero net job losses around typical increases, with clear wage gains for low-wage workers (Cengiz, Dube, Lindner & Zipperer 2019)[10]. But when increases are larger or rapid, some studies (Jardim et. al. 2022[11]) find reductions in hours at the very bottom of the wage distribution, even as hourly pay rises. In short: modest aggregate employment effects on average, with possible hours compression for some groups at bigger jumps.

- *Prices & pass-through***:** Firms often pass part of higher labor costs to consumers. Classic and newer evidence show measurable but modest price effects in consumer-facing sectors (e.g., restaurants and groceries): roughly 0.3–1.4% price increases for a 10% wage hike (Renkin et. al, 2020[12] Ashenfelter & Jurajda 2021[13], depending on sector, market power, and exposure; fast-food pass-through is documented with minimal impact on entry/exit in some settings. For a 16.7% wage increase, that scale would translate to low-single-digit price changes for many items.

- *Income & poverty:* Minimum-wage hikes raise earnings for affected workers and can reduce poverty in net, though estimates vary with the size and timing of increases as well as the local labor market. The Congressional Budget Office (CBO)'s synthetic national scenarios (for large federal increases) show big wage gains and a mix of modest job loss with net income gains for low-income families, which become useful guardrails for thinking about distributional tradeoffs.[14]

Implications for Santa Fe if the city lifts the minimum wage from $15.00 to $17.50 per hour

- *Who's affected:* The largest immediate exposure is in leisure and hospitality—a sector that is both central to Santa Fe's economy and highly visible to visitors. Because much demand is tourism-driven, local firms often have more scope to pass through small price increases without large demand loss (visitors' price elasticity is lower than residents'). That helps buffer employment impacts versus more tradable sectors.

- *Worker earnings:* A full-time employee at $15 earns approximately $31,200/yr; at $17.50, they earn $36,400, $5,200 more per year. Given Santa Fe's high housing and living costs, these gains directly raise purchasing power for lower-wage households (who also tend to spend locally), supporting gross-receipts-tax bases at the margin. This mechanism is consistent with CBO and broader literature on higher marginal propensity to consume for low-income households.

- *Business costs & prices:* In many cases, expect low-single-digit price adjustments in restaurants/hospitality/retail, phased as menus and rates reset; some firms will also retool operations (shift scheduling, technology adoption, and compressed wage ladders). Evidence from

[10] https://www.nber.org/system/files/working_papers/w25434/w25434.pdf
[11] https://www.nber.org/system/files/working_papers/w23532/w23532.pdf
[12] https://gspp.berkeley.edu/assets/uploads/research/pdf/The_Pass-Through_of_Minimum_Wages_into_US_Retail_Price.pdf
[13] https://gceps.princeton.edu/wp-content/uploads/2021/07/281_Ashenfelter.pdf
[14] https://www.cbo.gov/publication/55410

restaurants (Aaronson 2001[15]) and groceries suggests partial pass-through (Renkin et. al, 2020) rather than a one-for-one move. In a tourism city, those small changes often do not materially deter demand but should still be factored into messaging for resident affordability.

- *Employment/hours risk pockets:* Aggregate job effects are likely small, but risk concentrates among very low-wage hours, marginal firms, and sub-sectors with thin margins. Close monitoring is warranted for independent restaurants, small retailers, and certain personal-services businesses during the first 12–18 months after implementation. Jardim et. al. (2022)[16] flag the relationship between larger minimum wage increases and a reduction in hours for less experienced workers.
- *Sectoral nuance:* Government (the largest local employment sector) is largely insulated, however, spillover effects may arrive as vendors adjust rates on contracts. Health care and education face smaller direct exposure but may see wage compression pressures. The hospitality industry may see significant effects among its lower wage workers, but also has the greatest pricing latitude with visitors.

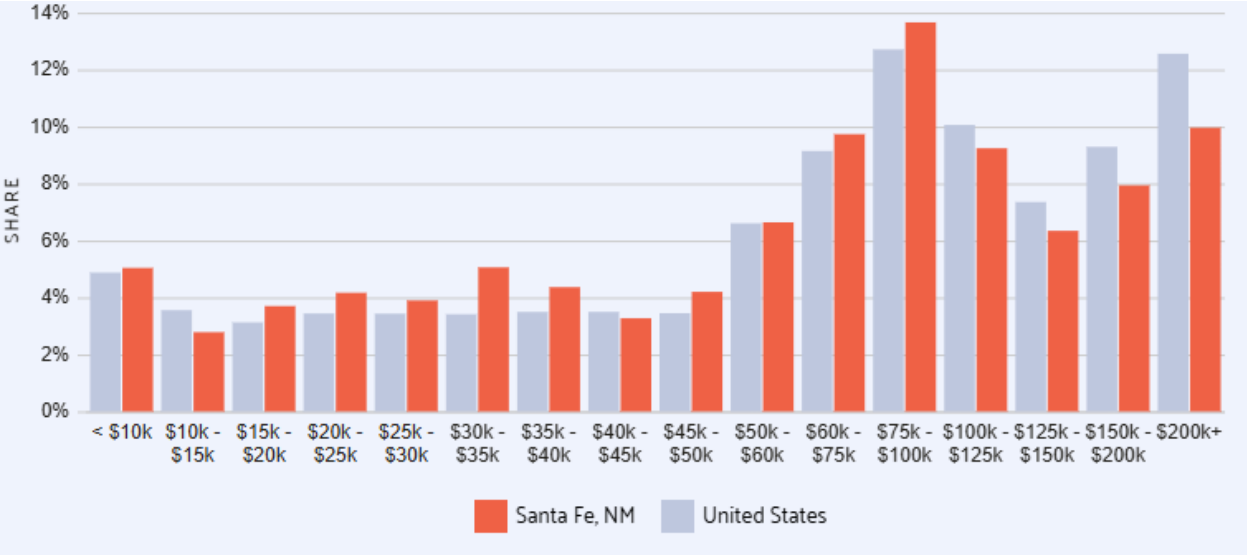
Fiscal Sustainability and Equity

- *City revenues:* Higher wages and prices may lead to more overall spending and the City's gross receipts tax collections could rise slightly. Any losses from businesses cutting back are likely to be small, since national studies show that employment generally holds steady after wage increases (Cengiz et. al. 2019)[17].
- *Distributional effects:* Gains accrue to low-wage workers, mainly in hospitality and services, which aligns with equity goals and can reduce income volatility. Pairing the policy with targeted supports (e.g., small-business tax assistance, phased-in schedules, and enforcement clarity) can mitigate transition frictions.[18]
- *Metrics to watch (quarterly):* Any evaluation of the economic impact of minimum wage adjustments must carefully account for prevailing macroeconomic and local factors to avoid misattribution. Situating the policy discussion within Santa Fe's economic profile – for example, the composition of employment, sectoral dependencies, and seasonal patterns – provides the necessary context for assessing both direct and indirect effects. Data collection in the future should pay particular attention to:
    - Low-wage employment and hours in hospitality and retail sectors;
    - Business openings and closures in food service and lodging sectors;
    - Average menu and room rates vs. regional comps;
    - GRT trends in hospitality-linked NAICS codes;
    - Worker turnover and vacancy durations (research indicates wage hikes often reduce turnover, a potential productivity boost offsetting some cost).

[15] https://direct.mit.edu/rest/article/83/1/158/57251/Price-Pass-Through-and-the-Minimum-Wage
[16] https://www.aeaweb.org/articles?id=10.1257%2Fpol.20180578
[17] https://academic.oup.com/qje/article-abstract/134/3/1405/5484905
[18] https://www.cbo.gov/system/files/2019-07/CBO-55410-MinimumWage2019.pdf

Santa Fe's long history with a local living wage has also been studied by New Mexico researchers. A 2024 review by the University of New Mexico Bureau of Business and Economic Research (BBER) synthesizes decades of national and state findings. BBER concludes that:

- Employment impacts are small to negligible overall, but certain subgroups (especially young workers and those in restaurants) may see reduced hours or hiring opportunities. This aligns with Jardim et al. (2017, 2022) in Seattle, who found hours compression at the very bottom of the wage distribution, even as average pay rose.
- Earnings gains are reliable and disproportionately benefit women, younger workers, and Hispanic workers, groups that are overrepresented in Santa Fe's hospitality and service industries (BBER; see also Allegretto, Dube, & Reich 2011). These distributional effects are particularly salient given Santa Fe's housing affordability crisis.
- Dube and Lindner (2021) find that city-level minimum wages meaningfully reduce wage inequality. Supporting this statement, 2023 Census Bureau's 5-year Estimate analyzed by Data USA comparing the income distribution in Santa Fe against the United States, notes the significant income inequality present[19]:



- Price increases are modest and concentrated in food services, with studies such as Aaronson (2001) and Lemos (2008) finding 0.3–1.0% restaurant price increases for a 10% wage hike. More recent evidence (Renkin et. al. 2020; Ashenfelter & Jurajda 2021) confirms partial but not complete pass-through. For Santa Fe, this suggests restaurants and hotels could adjust rates upward without significantly reducing visitor demand.
- Turnover declines when wages rise, reducing hiring and training costs. Dube, Lester, and Reich (2016) estimate that reduced churn offsets a significant portion of added labor costs. For Santa Fe's seasonally dependent service sector, this may improve business stability and service quality.

[19] https://datausa.io/profile/geo/santa-fe-nm/

What is the impact on the City of Santa Fe?

With data provided by the City's Finance Director, the direct fiscal impact of raising the City's living wage to $17.50 per hour would be minimal. Based on payroll data from HR for the pay period ending August 1, 2025, only 18 City employees were earning below $17.50 per hour. These employees are primarily located in Tourism, Public Works, and Public Utilities, with one additional position in Community Services at $16.96 per hour. The Finance Director calculated the cost of bringing all 18 employees up to $17.50 per hour, including a standard 40% inflator for benefits and annualizing the adjustment over a 2,080-hour work year. The resulting total cost was $13,468 annually, or roughly $15,000 per year as a conservative upper estimate. This represents less than one-tenth of one percent of the City's annual personnel budget, confirming that the budgetary impact would be negligible.

As a side observation, the Finance Director also noted that two-thirds of these employees are women, highlighting a small but meaningful gender equity dimension to the adjustment. While not central to the fiscal analysis, this finding illustrates how wage increases at the bottom of the pay scale can intersect with broader equity considerations.

What about a tiered minimum wage system?

A tiered minimum wage system sets different wage floors for employers depending on their size or type. In practice, this usually means that smaller firms (e.g., under 25 employees) are granted either (a) a lower minimum wage requirement or (b) a slower phase-in schedule than larger firms. Larger firms are expected to comply with the full wage floor earlier or at a higher level. This approach has been implemented in places such as California's state minimum wage law and in earlier versions of Santa Fe's own living wage ordinance (though the latter was later amended to remove size-based tiers). For example, California firms have different minimum wages based on the type of healthcare facility – for example, rural clinics versus large employers and integrated health systems have different minimums.

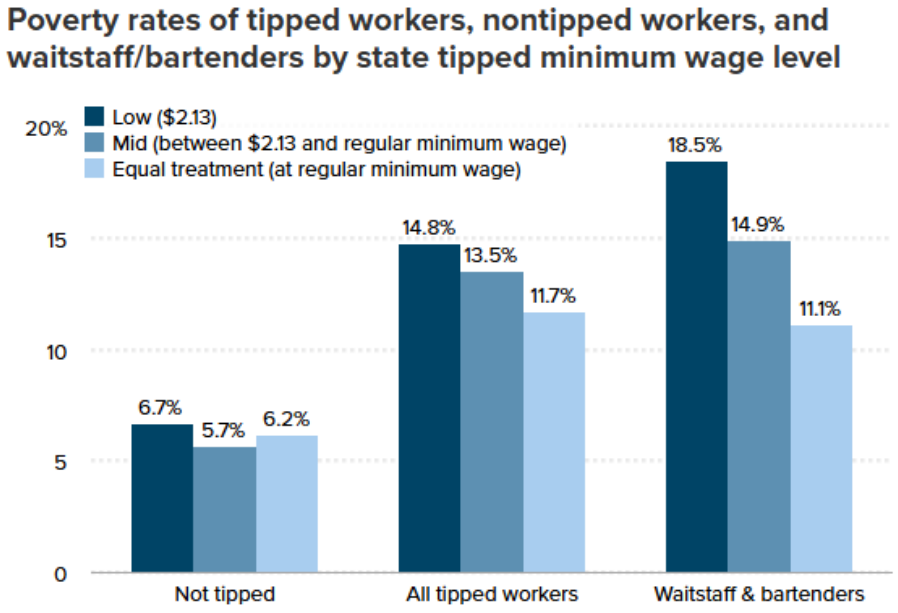
- *Pros to a Tiered System:* Tiered systems acknowledge that small, thin-margin firms often face greater difficulty absorbing cost increases, allowing them more time to adapt. Introducing differential thresholds can ease opposition from business groups, smoothing passage of legislation and helping to build consensus. By phasing in requirements, smaller employers may retain operational stability while larger employers (with more resources and scale) shoulder the burden sooner.

- *Cons to a Tiered System:* Regulators must track firm size, verify compliance, and monitor transitions across thresholds, all of which increase oversight costs. Firms may split operations into smaller legal entities or misreport workforce size ('gaming the system') to avoid crossing into higher-wage categories, undermining fairness and compliance. In 2003, similar systemic gaming was observed in Santa Fe's original living wage bill and consequently removed. Lastly, workers performing the same jobs may be paid differently depending only on the size of their employer, raising equity concerns and eroding clarity in the policy's intent.

In addition to the California system, Nevada's Assembly Bill 456 allowed for a lower tier minimum wage to be paid by employers who offer health benefits; New Jersey maintains a separate minimum wage for agricultural workers. Two-tier minimum wage models are more common in the tipped-wage context, where subminimum rates apply to tipped workers. Empirical evidence demonstrates that eliminating the tier for tipped workers raises earnings, reduces poverty, and diminishes gender and racial disparities,

without discernible negative employment effects (Schmitt, 2013; Hirch, Kaufman, and Zelenska 2015; Alegretto and Nadler 2015).

In data analyzed from the Economic Policy Institute[20], tipped workers in states with equal treatment (where they receive the regular minimum wage before tips earn significantly higher hourly wages) face lower rates of wage theft, and experience greater income stability than their counterparts in states with a separate, lower tipped minimum wage. The figure below demonstrates the variation in poverty rates of tipped workers, nontipped workers, and waitstaff/bartenders by state tipped minimum wage level:



Do benefits count in living wage calculations?

Under Santa Fe's current living wage ordinance, certain employer-provided benefits can be counted toward compliance. Specifically, health insurance and childcare benefits may be included in the calculation of whether an employer meets the living wage requirement. This provision means that the required cash wage can be reduced if the employer contributes a qualifying value of benefits, though in practice the extent of this offset varies depending on the benefit package offered.

What has been the average inflation-only increase since 2008?

Using the overall CPI for the Western Region, 'CPI-W', prices have risen 51.8% since January 2008, or approximately 2.4% average per year.[21]

How many workers and employers in Santa Fe could be affected?

Santa Fe County has over 4,800 employer establishments[22], with at least at least 3,000 in the city itself in 2022. While micro-level wage data is not available, the city's service-oriented economic structure suggests that a significant portion of the labor force would be sensitive to changes in the minimum wage.

[20] https://www.epi.org/publication/gradually-eliminating-the-two-tiered-wage-system-for-tipped-workers-in-new-york-will-improve-working-conditions-and-wages-for-tipped-workers-across-the-state/

[21] https://fred.stlouisfed.org/series/CPIAUCSL

[22] https://data.census.gov/profile/Santa_Fe_County,_New_Me...?g=050XX00US35049

Drawing from national and regional evidence, it is reasonable to estimate that 10–20 percent of Santa Fe's workforce could be directly affected by a higher wage floor through immediate pay adjustments. In addition, a further share of employees earning just above the proposed $17.50 threshold may experience indirect effects, either through wage compression adjustments or to maintain internal equity within firms. Together, this indicates that the policy's reach would extend well beyond those currently earning at or below the living wage level.

What are the ripple effects seen in other cities? Is there a "tipping point"?

The most comprehensive U.S. analyses generally find small to near-zero net employment effects at typical increases (with clear wage gains for affected workers). Some studies show hours reductions for less experienced workers, particularly for larger and faster hikes.

The economic research is clear that there is no single "bright line" beyond which minimum wage increases automatically become damaging. Instead, the threshold depends on local labor market conditions, the pace of increases, and the relative level of the minimum wage compared to median wages.

- The Kaitz Index (*defined roughtly as 'minimum wage ÷ median wage')* is a common benchmark used by economists. In practice, increases that raise the minimum wage to around 50–60% of the median wage are generally viewed as sustainable without significant employment losses. In fact, the UK's Low Pay Commission currently targets about two-thirds of median earnings, with careful monitoring. In Santa Fe, the median hourly wage of was $29.05 in 2024, and a two-thirds level would be approximately $19.35 per hour.

- Beyond two-thirds of the median wage, studies suggest the risk of disemployment, hours compression, and automation rises, particularly for youth and low-skill workers (Neumark & Wascher 2007; Jardim et al. 2017).

- Moving the wage floor from $15 to $17.50 represents a 16–17% increase, large enough to make a material difference in take-home pay for low-wage workers. At the same time, this level keeps Santa Fe's Kaitz index (minimum-to-median wage ratio) in the 0.55–0.60 range, generally considered sustainable by both international practice and U.S. research.

- Service-oriented economies like Santa Fe, where nearly one in five jobs is in hospitality and restaurants, can handle modest price adjustments due to strong tourist demand. But small independent firms with thin margins are more sensitive, meaning that both the level and pace of the increase influence outcomes.

How will this effect small business vs. larger businesses? What are the firm-level effects?

Because this issue touches on multiple dimensions, I have divided the analysis into key subtopics. Each section draws on relevant research studies to provide brief evidence-based insights:

- *Price "spiral"/inflation:* Local studies show partial pass-through to prices rather than a runaway spiral; effects are concentrated in hospitality/food retail and typically low single digits for a 10–20% wage hike.

- *Reduced hours / reduced employment overall:* Average effects are small; some evidence of hours compression for the most affected, especially with larger, rapid increases. Net employment effects often hover near zero in broad data, but local margins vary.

- *Youth employment:* Classic reviews find more sensitivity for teens/very-low-skill groups; findings are mixed, but caution is warranted for youth employment at higher levels. Typically, employers respond by hiring more experienced workers and holding workers accountable to a higher level of productivity.

- *Closures of small/mom-and-pop firms:* Low-margin restaurants and small shops often feel the most strain. However, studies show closure rates do not rise significantly; instead, some firms pass costs to consumers while others absorb them. Larger firms typically adjust more easily, which can heighten competitive pressure on mom-and-pop businesses. At the same time, Santa Fe's strong tourist economy provides an offsetting cushion, as steady visitor demand often helps small firms maintain customer flow and absorb cost adjustments more successfully than similar businesses in non-tourist markets.

- *Relocation to nearby low-wage areas:* Evidence of relocation to nearby areas is weak; businesses in location-specific industries (hotels, restaurants) cannot easily move.

- *Wage compression inside firms:* Raising the floor can compress pay ladders, prompting adjustments for supervisor and near-minimum workers; recent evidence finds intra-firm spillovers upward and some narrowing of wage dispersion.[23]

- *More temp vs. permanent:* Some evidence suggests substitution toward part-time or temporary contracts to maintain flexibility, but it is not widespread.

- *Favoring big over small***:** Larger chains can spread costs and adapt technology faster, which can shift competitive balance.

- *Technology substitution:* Over the long run, higher labor costs can accelerate automation (self-order kiosks, scheduling software), but adoption is incremental, not immediate.

Synthesis: Implications of a Living-Wage Adjustment in Santa Fe

Taken as a whole, the evidence indicates that raising Santa Fe's living wage primarily functions as an income transfer to low-wage workers in a service-intensive economy, with modest price adjustments, small average employment effects, and important distributional gains. National quasi-experimental studies find clear wage increases for directly affected workers and little to no net job loss on average at typical policy magnitudes (Allegretto, Dube, Reich, & Zipperer, 2017; Cengiz, Dube, Lindner, & Zipperer, 2019). Where risks arise, they tend to appear as hours compression at the very bottom of the wage distribution following larger or faster hikes, with youth and very low-experience workers most sensitive (Jardim et al., 2017). On the cost side, firms partially pass through higher labor costs—especially in restaurants and hospitality—producing low single-digit price changes for mid-teens percentage increases in the wage floor (Aaronson, 2001; Lemos, 2008; Renkin, Montialoux, & Siegenthaler, 2020). Offsetting these costs, multiple studies document declines in turnover and improvements in retention that recoup a portion of higher payroll outlays, a channel that is salient in Santa Fe's seasonal, visitor-facing sectors (see summaries in UNM BBER, 2024).

[23] https://elizaforsythe.web.illinois.edu/wp-content/uploads/2023/07/Effect_of_Minimum_Wage_on_Establishments.pdf

With Santa Fe's structure (20% leisure and hospitality employment, large public-sector employment, and elevated housing costs) conditions both the reach of the policy and the channels through which it operates. A material share of the workforce is clustered near the wage floor in food service, lodging, retail, and building/grounds maintenance; consequently, a living-wage adjustment will directly lift earnings for thousands of workers and indirectly raise near-floor wages through internal equity adjustments ("wage compression"). Because a substantial portion of local demand is tourism-based, the city's visitor economy provides greater pricing latitude than in tradable-goods industries, which helps buffer employment impacts even as menu and room rates adjust incrementally. For public finance, higher nominal wages and small price pass-throughs tend to support gross-receipts-tax bases at the margin; the literature and BBER's synthesis suggest little aggregate employment drag, so revenue downside risks are most likely to be sector-specific rather than city-wide (CBO, 2019; UNM BBER, 2024).

Overall, the research indicates that Santa Fe's living wage policy is likely to achieve its core goal: raising earnings for thousands of low-wage workers while producing only modest and manageable adjustments for employers. With a strong tourism base, a large share of public-sector employment, and a diversified service economy, Santa Fe is well positioned to absorb these changes. In practice, the policy functions as a targeted income transfer that strengthens household purchasing power, stabilizes local demand, and supports long-term workforce retention. Far from being a drag on growth, the evidence suggests Santa Fe's living wage can enhance both equity and resilience, ensuring the city's economy remains vibrant while delivering tangible gains for workers and families.

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Summary of Value

This proposal offers the City of Santa Fe a clear, evidence-based framework for evaluating potential minimum wage adjustments. By combining updated scenario modeling, a comprehensive companion analysis, and public engagement, Erebor LLC will provide tools for both policymakers and community stakeholders to better understand the economic tradeoffs at stake. Our approach balances scholarly rigor with practical application, ensuring that projections are grounded in robust data and communicated in accessible terms. This integrated approach reflects Erebor's commitment to supporting transparent, informed policymaking that advances both economic vitality and equity in Santa Fe.

Memo Submitting Living Wage Update Legislation
August 20, 2025
Study Session

To: City Council

From: Mayor Alan Webber

Re: Proposal for Revising Current Living Wage Law

Purpose and Summary

Santa Fe's future depends on many factors—none more important than the adoption of a strategy that helps guide the composition of the city: who lives here now and in the future. Much of the unique character of Santa Fe is a reflection of the makeup of our community. Santa Fe has always been a diverse place, with some families tracing their roots back for many generations and others proud to be new arrivals. The city depends on workers in a variety of jobs and industries whose labors make the economy go; it also has retirees who contribute their time as volunteers and their support to worthy causes. Keeping that blend of people—a population strategy for Santa Fe—will play a critical role in the city's future, its character, its distinctive culture, its quality of life, and its sense of place and livability.

A population strategy has many components, but none is more important than the combination of affordable housing and a living wage.

As this memo lays out, there is a gap between what it costs to live in Santa Fe and what people who work in Santa Fe are paid. The living wage ordinance, adopted in 2002 with a limited scope and amended soon after in 2003, displayed foresight and courage in addressing what was already seen as a gap back then. In the last 23 years, the gap has grown wider, forcing more working Santa Feans to leave the city where they work and have roots, and relocate to less expensive communities. There are numerous negative consequences—economic, social, and more—of allowing that long-standing trend to continue, not the least of which are the losses of diversity and community continuity in Santa Fe.

Data suggest that City policies on the supply side have had some impact on the cost of rental units in Santa Fe. More production, particularly of multi-family rental units, will continue to impact rental costs. The next step is to make an adjustment to the living wage.

This proposal increases it to $17.50/hour after a one-year period for prpparaion and observation. It maintains the existing provisions for exceptions. It creates a new blended formula for calculating any annual increase, using both the Consumer Price Index and Fair Market Rent data specific to Santa Fe, a reflection of the key role that housing costs play in what constitutes a living wage. It caps any increase at 5%, guarding against an excessive increase, and establishes a floor of 0% preventing the living wage from going down in the case of an economic crisis.

This two-pronged strategy represents another commitment of the City to address the needs of both employees and employers and puts the City on record as supporting a strategy that will keep Santa Fe, Santa Fe when it comes to the people who live and work in the city.

To recap:

Santa Fe's future as a diverse community where people can both work and live depends in large measure on two inter-related factors: the supply of housing units and the income level of the working people of Santa Fe. A strategy that focuses on the population composition of the city needs to address both factors.

The pipeline of housing construction in Santa Fe is currently experiencing a renewed level of activity. As a result, rental rates are finally experiencing a modest but significant improvement through the increased supply and diversity of housing options. More housing construction, additional funding for the Affordable Housing Trust Fund, and other supply side housing policies can continue this positive trend.

However, the gap between the cost of housing and the income levels of Santa Fe's workforce is still substantial. As a result, data show that long-time Santa Fe residents are forced to relocate to less expensive communities outside the city, and then commute to jobs in the city.

The second part of an effective strategy comes through an adjustment to the living wage, as recommended initially by the Food Depot in a white paper on childhood hunger. This proposal does the following things:

-If adopted, would go into effect one year after its adoption. This is to permit the Governing Body, as well as employers and employees, to take stock of the larger macro-economic environment, which currently is undergoing a great deal of uncertainty. A year from now there should be much more clarity as to the strength and direction of both the national economy and the local Santa Fe economy.

-Leaves in place the current provisions in the existing living wage ordinance concerning exemptions for tipped wages, and several special categories of employers.

-Makes a one-time change to the living wage to $17.50/hour.

-Adjusts the basis for the annual escalator so that the formula is a 50-50 calculation of the Western Region Consumer Price Index (for the previous year) and the HUD Fair Market Rent for a 2-bedroom unit in Santa Fe. The purpose is to tie the escalator more closely to the cost of housing, which is the most significant affordability factor for workers. The annual increase would be capped at no more than 5% per year and the floor would be 0% in the event of a depression or economic crisis.

Background

Initial Ordinance

In 2002, the City of Santa Fe enacted a Living wage ordinance. The ordinance as amended in 2003 applies to most full-time public, private, or non-profit employees within the city limits. The purpose of the legislation was to require employers to pay employees minimum wages adequate to meet the basic needs of living in Santa Fe. Santa Fe was widely recognized as the second city in the nation to adopt a living wage law.

At that time, the Governing Body recognized that many Santa Fe workers earned wages that were insufficient to support themselves and their families. The purpose of the living wage was tied to the public welfare, health, safety, and prosperity of Santa Fe; earned wages needed to be sufficient to ensure a decent and healthy life for workers and their families.

The findings included the fact that, in 2003, Santa Fe County was 23% below the national average in average earnings and that the cost of living was 18% higher than the national average. Furthermore, housing costs were much higher than in most parts of New Mexico, and low-income workers were required to spend a disproportionate percentage of their income sheltering themselves and their families.

The Governing Body further stated that a living wage would benefit employers and the economy by improving employee performance, reducing employee turnover, and lowering absenteeism on the job. As a result, productivity would improve, as would the quality of services provided by employees.

Beginning January 1, 2004, the minimum wage was set at $8.50 per hour. Then on January 1, 2006, it was increased to $9.50/hour. Beginning January 1, 2009, and each year thereafter, the minimum wage has been adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western region for urban wage

earners and clerical workers. In 2003, it was estimated that for a worker in Santa Fe to afford an average rent, that worker would have needed to make $15.29 an hour.

Under the provisions of the living wage ordinance, tips earned by workers who typically earn more than $100/month in tips or commissions are counted toward the living wage standard. Nonprofit organizations whose primary source of funds is from Medicaid are exempted. The value of health care and/or childcare benefits is included in the calculation of wages paid to employees.

The City Manager or his/her designee is authorized to enforce the living wage law. Anyone found guilty of violating the law may be charged with a misdemeanor. The City and any individual aggrieved by such a violation may also bring a civil action to remedy the violation and, upon prevailing, be entitled to legal or equitable relief. The living wage ordinance includes prohibitions against retaliation and circumvention.

A study performed by Aaron Yelowitz, entitled "Santa Fe's Living wage Ordinance and the Labor Market" published by the Employment Policies Institute in September 2005 claimed that the Santa Fe living wage was responsible for a 9% increase in the unemployment rate of Santa Fe's least educated workers.

However, when the study was peer reviewed by Jeannette Wicks-Lim and Robert Pollin of the Political Economy Research Institute at the University of Massachusetts at Amherst, they found the Yelowitz study to be misleading and incomplete, based on a misuse of available data. When the peer reviewers re-ran the Yelowitz model using the same data, they found that the living wage ordinance did not produce any decline at all in job availability. On the other hand, the ordinance did increase the earned income of the average worker covered by the ordinance. Thus, the ordinance did improve the income of low-wage workers without sacrificing their employment opportunities.

Where It Stands Today

Santa Fe's living wage increased to $15/hour on March 1, 2025. The New Mexico State minimum wage is $12/hour. The federal minimum wage has remained at $7.25/hour since 2009.

Although Santa Fe was one of the early leaders in setting a living wage ordinance, many cities have since surpassed it including Seattle, Denver, San Francisco, Los Angeles, San Jose, Washington. D. C., New York City, Chicago. and Boston. In these cities, the living wage ranges from $16/hour to more than $23/hour. Enforcement of the living wage ordinance in Santa Fe has not posed a problem to date.

In 2022, the Food Depot issued a report on food scarcity in Santa Fe. Specifically, the group had been charged with coming up with recommendations to make sure that no children in Santa Fe would go to bed hungry. Their report offered a number of recommendations, but the central proposal was that the City needed to increase the living wage.

Since that report was delivered, there have been several efforts, both formal and informal, to come up with a proposal that would respond to the Food Depot's focus on updating the living wage. Most recently, this spring and summer, Mayor Webber has held exploratory discussions with a number of groups, businesses, non-profits, and associations to discuss possible proposals to update the Santa Fe living wage. Meetings included representatives of the Chamber of Commerce, Chainbreakers Collective, AFSCME, the hospitality industry, the construction industry, Christus St. Vincent Hospital, and the Food Depot, among others. Several meetings were held with different representatives of the hospitality industry, which employs 17.6% of the workers in Santa Fe, and account for nearly 11,000 jobs. The purpose of these discussions was to discuss whether the living wage was achieving its initial goals, and, if not, how it could be adjusted to do a better job, without causing economic harm to the city's employers or its economy.

Several shared findings emerged from those discussions. First, most representatives agreed that the current impact of the $15/hour living wage is limited. Many employers are already paying more than the living wage for entry level workers and have been doing so for some time. For example, data from the hospitality industry in 2022 indicated that average wages for hotel reservations agents were $19/hour, lead cooks $18/hour, line cooks $16/hour, food/beverage supervisors $17/hour, employee cafeteria cooks $16/hour, laundry attendants $15.50/hour, and retail clerks $16.25/hour.

A second widely shared comment was that the overall U.S. economy is currently experiencing wide-spread uncertainty. While Santa Fe's economy is steady and strong, economic and trade policies coming out of Washington, D.C. have business leaders concerned that decision-making with regard to their companies is increasingly challenging. Until the macro-economic environment becomes clearer, it is difficult for them to make informed decisions about their business plans.

Nexus Between Living Wages and Housing Costs

Housing costs are the single largest cost burden for low-wage workers in Santa Fe. Over the past 25 years, Santa Fe Market Rent (FMR) levels have consistently trended upward faster than general inflation in the Western United States. While efficiency units have seen the highest annual average increase at 4.7%, a two-bedroom unit (the most widely used

benchmark for housing affordability) has increased at an average of 3.4% per year. The average regional Consumer Price Index (CPI-W) has increased 2.7% annually since 2000.

This suggests that, on average, housing costs in Santa Fe have typically grown 0.7% faster than inflation. Between 2023 and 2024, two-bedroom rents surged by 22.9%, far outpacing the CPI-W increase of just 2.8%. Median incomes in the city have risen 36% since 2016; rents have increased 74%, and home prices by 80% according to housing data from the Santa Fe Forward general plan assessment.

While there are some outliers, such as 2012 and 2016, two years in which Santa Fe experienced rent declines, the data show that indexing the living wage solely to the CPI-W underestimates the actual cost pressures faced by renters in Santa Fe.

One of the consequences of high rental costs in Santa Fe is the displacement of workers to more affordable communities. Simply put, people who work in Santa Fe cannot afford to live in Santa Fe. More than one-third of those employed in Santa Fe live outside the county in more affordable areas, such as Rio Rancho and Espanola, and commute to Santa Fe. According to Zillow, the average rent in Santa Fe is approximately $2,114 per month for a two-bedroom apartment. The H.U.D. definition of being rent burdened is spending more than 30% of gross income on housing. By this definition, one-third of all households in Santa Fe are rent burdened, especially those working in the hospitality, education, and social service professions. Even households with two incomes cannot afford to buy the average single-family home in Santa Fe.

Using the 30% guideline, a worker in Santa Fe would need to earn on the order of $25-30/hour in full-time, year-round employment to afford these rents. An analysis by the National Low Income Housing Coalition found that the wages necessary to afford a modest rental are roughly $25.33/hour for a one-bedroom and $29.52/hour for a two-bedroom unit.

The gold standard for living wage calculations is the M.I.T. Living Wage Calculator. It indicates the hourly rate that an individual in a household must earn to support themselves and/or their family working full time or 2,080 hours per year. In Santa Fe, the M.I.T. living wage calculator calls for $24.42/hour for a family with no children, $43.67/hour for a family with one child, $56.30/hour for a family with two children, and $72.66/ hour for a family with 3 children.

Housing Supply and Demand

Clearly, Santa Fe cannot realistically expect to close the gap between what entry-level wage earners make and what is needed for reasonable housing costs strictly through raising the living wage. That would pose an extreme hardship on businesses in Santa Fe that contribute

the most to the community and would lead to layoffs and unemployment. However, increasing the living wage and adding to the city's housing stock, when combined as a two-pronged strategy, can begin to narrow the gap between what people can afford and what the housing market has to offer. Supply and demand in the housing market does play a critical role in making it more possible for Santa Fe to retain its diverse population and make it affordable for those who work in Santa Fe to live in Santa Fe.

According to a 2025 study included in the Santa Fe Forward general plan assessment, the city is projected to need 3,270 new housing units by 2050 to meet expected population growth, including 1,309 rental units and 1,961 ownership units. This is approximately 133 units per year needed just to keep up with new housing demand. Most of this demand will occur before 2040; it does not take into account the current housing shortfall.

Santa Fe Forward finds that the majority of Santa Fe's lower and moderate-income households (those earning less than the median income of $70,000) are priced out of most home ownership opportunities in the city. There is also a deficit in rental units to serve the number of low-income households in Santa Fe; notably, as a result recent housing construction trends have favored rental apartments rather than single-family homes.

Housing production in Santa Fe decreased after the 2008 recession but has since rebounded. There has been a dramatic uptick in multifamily construction in recent years, with 407 to 840 units per year permitted since 2018, partially due to regulatory changes to the Santa Fe Homes Program which improved development feasibility and offered developers additional ways to meet the inclusionary zoning requirements.

The city is currently experiencing an increase in housing development. Tierra Contenta Phase 3 and the housing development called for in the Midtown Master Plan will account for several thousand new units in those two areas alone. In addition, there are several large multi-family projects of over 300 units currently under construction. Altogether, there are more than 2,500 multifamily units currently under construction and nearly 4,000 more multi-family units in the pipeline, as well as several hundred single family units.

The significant influx of new apartments in the past few years has slowed rent increases. For example, data show that early 2025 rents have risen only about ½% above rents from a year ago. At this pace, rent growth will likely remain limited for several years as new units are completed and occupied. This is a positive trend for rent affordability.

However, while it may indicate a slow-down in the rate at which rents increase, it does not reduce the still sizable gap between what people bring home in their paychecks, and how much they have to spend on housing. That fundamental problem awaits another positive measure, this time adjusting the living wage.

New Housing Affordability

The supply of housing of all types has been and must be a part of any solution designed to help those who work in the city to live in the city. On the supply side, the City has implemented a variety of housing policies to increase the affordability of the new housing units for low-middle income workers. These include:

-The Governing Body proposed, and Santa Fe voters overwhelmingly approved a 3% excise tax on the sale of homes over $1 million, with the proceeds going into the City's Affordable Housing Trust Fund. That provision, which, according to some estimates could yield $7 million per year in new support for affordable housing, is currently being litigated in the New Mexico Courts of Appeals.

- Inclusionary zoning in the Santa Fe Homes program, requires housing developments of more 10 units to provide a percentage of affordable homes in exchange for density bonuses and fee reductions.

-The Governing Body has allocated $3 million per year for the Affordable Housing Trust Fund to provide support a variety of programs aimed at addressing the housing needs of low-income residents.

-Developers can benefit from a variety of incentives for building affordable units, including fee waivers in some cases. The city provides water rights to developers building affordable units, another valuable incentive.

-The City uses Community Development Block Grant (CDBG) funds to fund emergency homeless shelters and services, mortgage reduction loans and renovation and construction of homes for low-income residents.

-In addition, the Santa Fe Civic Housing Authority and Santa Fe County Housing Authority provide roughly 1,300 housing choice vouchers and 750 units of housing to low-income residents in the city.

The Living Wage Ordinance Reform Proposal

Based on discussions with various stakeholders, staff analysis and research performed by economist Reilly S. White, Associate Dean of the Anderson School of Management at the University of New Mexico, Mayor Webber recommends the following changes to the current ordinance:

-Raise the living wage to $17.50/hour in early 2027. Approving the adjustment but delaying its implementation until 2027 allows employers time to prepare for the increase and navigate the current economic uncertainty.

-Continue to include income from tips in calculating the living wage as is currently provided in the Living Wage ordinance. Nonprofit organizations whose primary source of funds is from Medicaid remain exempted. The value of health care and/or childcare benefits continues to count in the calculation of wages paid to employees.

-Following the implementation of the new $17.50/hour living wage, adjust the formula for calculating the annual increase. Rather than using only the Western Region CPI, the new formula would also include the H.U.D Fair Market Rent for a 2-bedroom unit in Santa Fe, combining the two figures on a 50-50 basis. The purpose of adding in the H.U.D Fair Market Rent is to acknowledge the primary role that housing plays in the high cost of living in Santa Fe. Combining the CPI with the Fair Market Rent more accurately addresses the fundamental challenge workers face in being able to live in Santa Fe. The Fair Market Rent figure is published by the U.S. Department of Housing and Urban Development, and is Santa Fe specific and publicly available.

-Cap any annual increase in the living wage at 5% and prohibit any decrease in the living wage if housing costs should dip dramatically in any given year. Historical data suggest that living wage growth will fall within the 2-4% range. The 5% cap would be triggered only in rare years. Similarly, the floor would only apply in deep deflationary cycles.

Year	10th pct (0.00%)	50th pct (2.6%)	90th pct (5.0%)
2025	$15.00	$15.00	$15.00
2026	$15.00	$15.00	$15.00
2027	$17.50	$17.50	$17.50
2028	$17.50	$17.96	$18.38
2029	$17.50	$18.42	$19.29
2030	$17.50	$18.90	$20.26
2031	$17.50	$19.39	$21.27
2032	$17.50	$19.90	$22.33
2033	$17.50	$20.41	$23.45
2034	$17.50	$20.94	$24.62
2035	$17.50	$21.49	$25.86

This chart indicates that the most likely scenario based on historical CPI increases and housing growth is that the proposed living wage will grow at 2.6% per year. If there is little or no inflation and little to no rent increases over the next ten years, the living wage will remain at $17.50/hour. If both rise significantly over the next decade, the annual living wage increase is capped at 5% per year.

Conclusion

Santa Fe's future depends on many factors—none more important than policies that guide who lives here now and in the future. Much of the unique character of Santa Fe derives from the composition of our community. Santa Fe has always been a diverse place, with some families tracing their roots back for many generations and others proud to be new arrivals. The city depends on workers in a variety of jobs and industries whose labor makes the economy go; it also has retirees who contribute their time as volunteers and their support to worthy causes.

Keeping that blend of people through increased housing opportunities and updated living wage—a key population strategy for Santa Fe—will play a critical role in the city's future, its character, its distinctive culture, its quality of life, and its sense of place and livability.

A population strategy has many components, but none is more important than the combination of affordable housing and a living wage.

As this memo lays out, there is a gap between what it costs to live in Santa Fe and what people who work in Santa Fe are paid. The living wage ordinance, adopted in 2002, displayed foresight and courage in addressing what was already seen as a gap back then. In the last 23 years, the gap has grown wider, forcing more working Santa Feans to leave the city where they work and have roots, and relocate to less expensive communities. There are numerous negative consequences—economic, social, and more—of allowing that long-standing trend to continue, not the least of which are the losses of diversity and community continuity in Santa Fe.

Data suggests that City policies on the supply side have had some impact on the cost of rental units in Santa Fe. More production, particularly of multi-family rental units, will continue to have meaningful impact on the reduction of rental costs. The next step is to make an adjustment to the living wage.

This proposal increases the living wage $17.50/hour after a one-year period for planning and observation. It maintains the existing provisions for exceptions. It creates a new blended formula for calculating any annual increase, using both the Consumer Price Index and Fair Market Rent data specific to Santa Fe, a reflection of the key role that housing costs play in what constitutes a living wage. It caps any increase at 5%, guarding against an untenable increase for employees, and establishes a floor of 0% preventing the living wage from going down in the case of an economic crisis.

This two-pronged strategy represents another commitment of the City to address the needs of both employees and employers and puts the City on record as supporting a strategy that will keep Santa Fe, Santa Fe when it comes to who lives and works our the city.

What Should a Living Wage Look Like in Santa Fe?

Five Potential Scenarios

FY 2025 - 2026

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Executive Summary

Santa Fe policymakers are considering a set of options to raise and index the city's minimum wage to better reflect local cost-of-living pressures, particularly driven by rising housing costs. The city's socio-economic fabric is under severe strain as housing affordability lags far behind wages, creating the risk that working families who wish to make Santa Fe their long-term home will be priced out. If this trend continues, Santa Fe could see the gradual displacement of its core workforce, undermining the diversity and stability that define the community. This report evaluates five indexing scenarios to guide that decision, combining historical data modeling, policy mechanics, and practical implementation strategies. Each scenario explores a different approach to annual minimum wage adjustments—including inflation-only, housing-based, blended indices, and capped/floored models.

Summary of Modeled Scenarios

- Scenario A: *CPI-Only Escalator*
  Adjusts annually using Western Region CPI-W. Median wage projected to rise from $15.00 in 2025 to $18.89 by 2034. In high-inflation conditions (90th percentile), the wage reaches $21.81; in low-growth years, only $16.87. Offers stability but fails to address rent pressures.

- Scenario B: *Housing-Only Escalator*
  Pegs wage growth to HUD two-bedroom FMR. Highly volatile. Median projection: $18.90 by 2034, but in a high-rent trajectory, it could reach $38.37—more than double Scenario A. In low-growth years, it drops to $12.97. Strong housing link, but risky without caps.

- Scenario C: *Blended Index (CPI-W + Rent)*
  Equal weighting of CPI and FMR. Aims to reflect general inflation *and* local rent dynamics. Median 2034 projection: $18.89, with a plausible range of $14.80–$28.82 depending on percentile. Balanced but introduces complexity and potential for volatility.

- Scenario D: *Blended Index + $17.50 Floor + 5% Cap*
  Same blended index as Scenario C, but with a starting floor and annual growth ceiling. Median outcome: $20.94 by 2034; upper bound capped at $24.62, even in extreme inflationary environments. Offers stability, fairness, and predictability for workers and employers alike.

- Scenario E: *Phased Path to $17.50, Then Blended Index*
  Raises wage to $17.50 by 2028, then indexes using the blended method. Median projection: $20.42 by 2034. High-end scenario yields $32.72; lower bound remains at $17.50. Provides a gradual on-ramp and long-term responsiveness, but lacks a cap or floor.

Interpretation & Tradeoffs

Wage indexing is a strategic shift—from political discretion to predictable, formula-based adjustments. It enhances transparency and reduces administrative burden. Yet the choice of index (CPI, housing, or both) and the use of guardrails (floors/caps) have profound consequences.

- **Scenario A** is the most stable, but least responsive to local housing cost surges.
- **Scenario B** aligns wages with affordability, but may whipsaw employers year to year.
- **Scenario C** moderates that volatility, blending housing pressure and general inflation.
- **Scenario D** refines Scenario C by anchoring expectations through bounds—widely used in other jurisdictions.
- **Scenario E** offers a smooth transition path to reform, delaying indexing until wages reach $17.50, then allowing future flexibility.

Most years, historical data suggests that growth will fall within the 2%–4% range. However, the 5% cap in Scenario D would only be triggered in rare years—and likewise, the $17.50 floor would only bind in deep deflationary cycles.

Structural Reality: Indexing Alone Won't Solve Housing

While indexing the minimum wage offers a fairer path to wage growth and cost-of-living alignment, it does not address the root cause of Santa Fe's affordability crisis: inadequate housing supply. Over the past decade, demand has outpaced construction due to restrictive zoning, labor and material costs, underbuilt infill areas, and lengthy permitting timelines that reflects a small part of a broader, national issue. The result is rising rents, pushing working families to the margins.

Minimum wage reform, even at its most progressive, addresses symptoms—not causes—of this broader economic dysfunction. A durable affordability strategy must pair income indexing with structural housing reforms that increase production of all kinds of housing.

In conclusion, an indexed minimum wage (particularly one blending inflation and rent data) can enhance stability, support workers, and offer employers predictability. But for lasting change, it must be one part of a broader economic toolkit.

Introduction to Methodologies

'I contend that the controversies over the economics of minimum wages stem from an assumption that when studying labor markets, output prices and nonwage aspects of jobs can be taken as fixed.' – Jeffery Clemens PhD

Public debates on the minimum wage often center on whether raising it will reduce employment. However, focusing solely on short-term job losses oversimplifies how employers adapt to higher labor costs. The reality is more nuanced.

Research increasingly shows that rather than immediately cutting jobs, employers respond in multiple ways—by increasing performance expectations, expanding job duties, reducing hours, limiting flexibility, or shifting hiring toward older, more experienced workers (Clemens, p59). In one study of a $2 increase in Seattle's minimum wage, total hours worked in low-wage jobs declined by 6–7%, even though the number of jobs remained relatively stable (Jardim et al. p2). Another study found that 90% of fast-food managers raised performance standards after a wage hike (Hamdi, Sovich, p1). Furthermore, reductions in employer-provided health insurance have been shown to offset at least 10% of wage gains in low-income jobs (Davis, p1). These changes reflect a more complex adjustment process that goes beyond headcount—affecting the nature of work itself, how workers are managed, and who gets hired.

At the national level, benefit reductions offset at least 10% of wage gains for low-income workers between 2011–2016 (Bossler, Shank, p121). Minimum wage impacts play out slowly: businesses often don't fire, but reduce hiring. Many that end up adopting some form of operational changes—like automation, kiosk systems, or tighter scheduling—take years to fully implement. However, wage compression (e.g., pay differences between new hires and experienced veterans) can reduce morale if not addressed.

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What This Means for Santa Fe's Policy Design

For Santa Fe, the economic effects of a higher minimum wage—especially an increase to $17.50 per hour—are unlikely to result in widespread job loss in the short term, particularly if introduced alongside clear indexing rules. However, the city should anticipate gradual adjustments in how businesses operate and who they hire. Small employers, especially in hospitality or retail, may respond by seeking more productive workers, compressing roles, reducing employee hours, or limiting non-wage benefits. Over time, these shifts may disproportionately affect younger workers, those

without formal credentials, or individuals with limited work experience. Policymakers can mitigate these risks by ensuring predictability—through an indexed formula with a wage floor and annual cap—and by offering complementary support for businesses, such as workforce training incentives or implementation guidance. Recognizing that wage increases often reshape labor markets gradually, not immediately, helps align economic justice goals with long-term business resilience.

Indexing the Living Wage: Blending CPI and Housing Costs

To ensure that the minimum wage keeps pace with the real cost of living in Santa Fe, policymakers are increasingly turning to indexed wage adjustments. Rather than rely on periodic legislative changes, an indexed wage automatically adjusts each year based on a published economic indicator. This approach provides predictability for businesses and stability for workers, while reducing administrative burden on city staff and elected officials.

Two of the most common indexing methods are:

- **Consumer Price Index (CPI):** Specifically, the Western Region CPI-W (for Urban Wage Earners and Clerical Workers) reported by the U.S. Bureau of Labor Statistics. This index reflects inflation in goods and services such as food, transportation, and medical care across 13 Western states. From 2018 to 2024, CPI-W for the region has averaged approximately 3.2% annually https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

- **Housing Cost Indices:** The most relevant for Santa Fe is HUD's Fair Market Rent (FMR) for a one-bedroom apartment in Santa Fe County. This is used to determine housing vouchers and reflects market rental costs for modest housing. In FY2026, HUD set the FMR for a 2-bedroom unit at $1,685/month—up 3.6% from the previous year [HUD FMR Data].

Given that housing is the single largest cost burden for low-wage workers in Santa Fe, and has outpaced general inflation for years, several of the following scenarios incorporate a blended index. A blended approach typically combines CPI-W with a housing index (e.g., 50/50), offering a more complete measure of economic strain. To maintain transparency, the city could anchor this formula in published federal data and update it each January, mirroring practices in other jurisdictions.
In this report, five illustrative indexing scenarios are modeled, including CPI-only, housing-only, and blended escalators—with additional options that apply caps, floors, and phasing to reflect real-world policy needs.

Year	HUD Fair Market Rent									
	Efficiency	% Change	One-Bedroom	% Change	Two-Bedroom	% Change	Three-Bedroom	% Change	Four-Bedroom	% Change
2025	$ 1,235	5.5%	$ 1,368	3.9%	$ 1,627	6.0%	$ 2,057	4.9%	$ 2,157	5.5%
2024	$ 1,171	23.0%	$ 1,317	21.2%	$ 1,535	22.9%	$ 1,960	22.7%	$ 2,044	15.2%
2023	$ 952	13.1%	$ 1,087	11.5%	$ 1,249	12.2%	$ 1,597	12.5%	$ 1,775	2.7%
2022	$ 842	4.7%	$ 975	3.7%	$ 1,113	3.9%	$ 1,419	4.1%	$ 1,729	10.1%
2021	$ 804	0.2%	$ 940	1.3%	$ 1,071	1.3%	$ 1,363	-0.9%	$ 1,571	2.4%
2020	$ 802	-2.0%	$ 928	0.0%	$ 1,057	-1.1%	$ 1,376	-2.1%	$ 1,534	-1.1%
201G	$ 818	5.7%	$ 928	8.7%	$ 1,069	6.3%	$ 1,406	5.4%	$ 1,551	7.0%
2018	$ 774	-4.0%	$ 854	-2.7%	$ 1,006	-4.0%	$ 1,334	-4.2%	$ 1,449	-1.9%
2017	$ 806	11.5%	$ 878	12.3%	$ 1,048	11.1%	$ 1,392	11.2%	$ 1,477	12.4%
2016	$ 723	-2.2%	$ 782	-2.7%	$ 943	-1.0%	$ 1,252	-2.0%	$ 1,314	-3.8%
2015	$ 739	-0.4%	$ 804	-0.4%	$ 953	-0.4%	$ 1,278	-0.4%	$ 1,366	-0.4%
2014	$ 742	-1.9%	$ 807	-1.9%	$ 957	-1.9%	$ 1,283	-1.9%	$ 1,372	-1.9%
2013	$ 756	29.7%	$ 823	13.8%	$ 976	10.9%	$ 1,308	13.5%	$ 1,399	1.6%
2012	$ 583	-9.8%	$ 723	-9.7%	$ 880	-9.7%	$ 1,152	-9.6%	$ 1,377	-9.6%
2011	$ 646	0.8%	$ 801	0.8%	$ 974	0.7%	$ 1,275	0.7%	$ 1,524	0.7%
2010	$ 641	4.2%	$ 795	4.2%	$ 967	4.2%	$ 1,266	4.2%	$ 1,513	4.2%
200G	$ 615	4.9%	$ 763	5.0%	$ 928	5.0%	$ 1,215	5.0%	$ 1,452	5.0%
2008	$ 586	1.4%	$ 727	1.4%	$ 884	1.4%	$ 1,157	1.4%	$ 1,383	1.3%
2007	$ 578	3.4%	$ 717	3.5%	$ 872	3.4%	$ 1,141	3.4%	$ 1,365	3.5%
2006	$ 559	4.7%	$ 693	4.8%	$ 843	3.1%	$ 1,103	6.3%	$ 1,319	21.0%
2005	$ 534	16.8%	$ 661	2.3%	$ 818	2.5%	$ 1,038	-3.2%	$ 1,090	-10.2%
2004	$ 457	0.4%	$ 646	0.3%	$ 798	0.4%	$ 1,072	0.4%	$ 1,214	0.3%
2003	$ 455	2.7%	$ 644	2.5%	$ 795	2.6%	$ 1,068	2.6%	$ 1,210	2.7%
2002	$ 443	3.5%	$ 628	3.5%	$ 775	3.5%	$ 1,041	3.5%	$ 1,178	3.4%
2001	$ 428	1.2%	$ 607	1.2%	$ 749	1.1%	$ 1,006	1.1%	$ 1,139	1.2%
2000	$ 423		$ 600		$ 741		$ 995		$ 1,126	
Average Increase		4.7%		3.5%		3.4%		3.1%		2.8%
Median Increase		3.4%		2.5%		2.6%		2.6%		2.4%

Over the past 25 years, Santa Fe's Fair Market Rent (FMR) levels have consistently trended upward, often rising faster than general inflation in the Western United States. While efficiency units have seen the highest average annual increase at 4.7%, the two-bedroom unit—the most commonly used benchmark for housing affordability—has increased at an average rate of 3.4% per year, compared to a 2.7% average annual increase in the regional Consumer Price Index (CPI-W). This suggests that housing costs in Santa Fe have typically grown 0.7 percentage points faster than inflation, on average. In recent years, the disparity has widened. Between 2023 and 2024, two-bedroom rents surged by 22.9%, far outpacing the CPI-W increase of just 2.8%. The volatility is striking: some years, such as 2012 and 2016, experienced modest rent declines, but these are exceptions in a long-term trend of rising costs. However, when using the median annual increase (50th percentile) rather than the average, rents for two-bedroom units rose by 2.6 percent, nearly identical to the median CPI-W inflation rate of 2.6 percent.

These data points reinforce a critical insight: indexing the minimum wage solely to CPI-W will likely underestimate the actual cost pressures faced by renters in Santa Fe, particularly in the housing market. While efficiency and one-bedroom units show even higher rates of increase, using the two-bedroom rent growth as a standard offers a conservative yet representative benchmark for policy

modeling. The historical record supports the consideration of a blended or housing-weighted escalator, rather than relying on CPI alone. Below, we include a table that compares the HUD Fair Market Rent with the CPI in the Western Region:

Year	HUD Fair Market Rent Two-Bedroom	% Change	CPI (Western Region) Index	% Change
2025	$ 1,627	6.0%		
2024	$ 1,535	22.9%	332.9	2.8%
2023	$ 1,249	12.2%	323.8	4.3%
2022	$ 1,113	3.9%	310.5	8.0%
2021	$ 1,071	1.3%	287.5	4.5%
2020	$ 1,057	-1.1%	275.1	1.7%
201G	$ 1,069	6.3%	270.4	2.7%
2018	$ 1,006	-4.0%	263.3	3.3%
2017	$ 1,048	11.1%	254.7	2.8%
2016	$ 943	-1.0%	247.7	1.9%
2015	$ 953	-0.4%	243.0	1.6%
2014	$ 957	-1.9%	239.1	1.3%
2013	$ 976	10.9%	236.1	1.8%
2012	$ 880	-9.7%	232.0	1.7%
2011	$ 974	0.7%	228.1	2.7%
2010	$ 967	4.2%	222.1	1.3%
200G	$ 928	5.0%	219.3	2.2%
2008	$ 884	1.4%	214.7	0.0%
2007	$ 872	3.4%	214.7	4.1%
2006	$ 843	3.1%	206.2	3.1%
2005	$ 818	2.5%	200.0	3.0%
2004	$ 798	0.4%	194.2	3.1%
2003	$ 795	2.6%	188.3	1.5%
2002	$ 775	3.5%	185.5	2.1%
2001	$ 749	1.1%	181.6	2.5%
2000	$ 741		177.1	

Over the past 25 years, Santa Fe's two-bedroom Fair Market Rent (FMR) has shown a consistent upward trend, but with far more volatility than broader measures of inflation like the Consumer Price Index for the Western Region (CPI-W). While both metrics show a median annual increase of 2.6%, the average increase in FMR—at 3.4%—outpaces the CPI-W average of 2.7%, suggesting housing costs have generally risen faster than overall prices. What's more important, however, is the range: two-bedroom rents have fluctuated between a low of –9.7% (2012) and a high of +22.9% (2024), a span of more than 32 percentage points. CPI-W, in contrast, has moved within a much narrower band, from 0.0% to 8.0%.

This volatility in rents, especially in recent years, underscores the mismatch between using a CPI-only escalator and the lived experience of renters in Santa Fe. The steep increases post-pandemic—22.9% in 2024 and 12.2% in 2023—illustrate how quickly housing costs can shift in response to market pressure, even as CPI-W remains relatively stable. If the goal of indexing the minimum wage is to preserve purchasing power, particularly in housing, then anchoring solely to CPI-W likely understates the burden on renters. A blended or housing-weighted index may provide a more accurate and more equitable long-term policy.

Scenario A: CPI-Only Escalator

Under Scenario A, the City of Santa Fe would annually adjust the minimum wage based solely on the Western Region Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), as published by the U.S. Bureau of Labor Statistics. This index is a well-established national measure of inflation, frequently used in federal benefit programs such as Social Security. In this model, each July, the city would apply the percentage change in the previous calendar year's CPI-W to set the new minimum wage. For example, if the CPI-W increased by 2.6% in 2025, the 2026 minimum wage would be raised accordingly.

How It Works:

- **Adjustment Basis**: Annual change in CPI-W (Western Region), typically around 2–3% per year.
- **Implementation Timeline**: Data from the previous calendar year would inform wage changes effective each **July 1**.
- **Administrative Lead**: The City's Economic Development Department or a designated office would:
    - Pull CPI-W data (already published by BLS).
    - Calculate the new rate using a simple formula.
    - Issue public notice by May or June to allow employer planning.

Based on historical CPI-W data for the Western Region from 2000 to 2025, annual changes have averaged 2.7% with a median of 2.6%. Percentile-based modeling suggests a potential range of minimum wages over the next decade, starting from $15.00 in 2025 and reaching approximately $18.89 by 2034 at the median growth rate. In high inflation years (90th percentile), this could climb as high as $21.81, while in lower growth periods (10th percentile), the wage might only reach $16.87. This provides policymakers with a stable growth trajectory, minimizing the risk of large year-over-year spikes that could destabilize small business operations.

Year	10th pct (1.3%)	25th pct (1.7%)	50th pct (2.6%)	75th pct (3.1%)	90th pct (4.2%)
2025	$15.00	$15.00	$15.00	$15.00	$15.00
2026	$15.20	$15.26	$15.39	$15.47	$15.63
2027	$15.40	$15.52	$15.79	$15.95	$16.29
2028	$15.61	$15.78	$16.20	$16.45	$17.00
2029	$15.81	$16.05	$16.62	$16.96	$17.75
2030	$16.02	$16.32	$17.06	$17.49	$18.50
2031	$16.23	$16.60	$17.50	$18.03	$19.28
2032	$16.44	$16.88	$17.96	$18.58	$20.09
2033	$16.65	$17.17	$18.42	$19.15	$20.93
2034	$16.87	$17.46	$18.89	$19.73	$21.81

Pros:

- **Simplicity & Transparency**: Easy to understand and administer; no new data collection needed.
- **Predictability for Employers**: Allows for budget forecasting and minimizes wage shocks.
- **Alignment with Federal Practices**: Matches the escalation method used in Social Security and federal benefits.

Cons:

- **Housing Mismatch**: CPI does **not directly reflect local housing costs**, which are rising faster than inflation in Santa Fe.
    - Example: In 2024, CPI increased by **2.8%**, while **two-bedroom rents rose 22.9%**.
- **Wage Lag Risk**: Could leave minimum wage workers behind in high-cost years, particularly renters.

While this model provides operational ease and fiscal restraint, it may fall short in addressing affordability in Santa Fe's housing-constrained market. If adopted, it should include a periodic review clause or be paired with other wage or housing interventions to ensure real earnings keep pace with local conditions.

In sum, a CPI-only escalator provides Santa Fe with a clear, low-cost mechanism for updating the minimum wage in line with national inflation. Its predictability benefits both workers and businesses, offering year-ahead wage expectations and avoiding economic shocks. Yet, its simplicity also represents its greatest limitation: it assumes that general price inflation is a sufficient proxy for local affordability, particularly housing. Policymakers adopting this approach may wish to revisit its adequacy regularly—or consider hybrid models that blend CPI with housing-based indicators to better reflect Santa Fe's cost dynamics.

Scenario B: CPI-Only Escalator

Under Scenario B, the City of Santa Fe would adjust its minimum wage annually based on changes in the Fair Market Rent (FMR) for two-bedroom apartments, as reported by the U.S. Department of Housing and Urban Development (HUD). FMR is a robust measure of housing costs used to determine federal rental assistance levels, and is particularly relevant in high-cost markets like Santa Fe, where rent constitutes a significant share of household expenses for low-wage workers. This model directly links wage increases to housing affordability, responding to one of the most pressing economic challenges in the city.

Each July, the city would apply the percentage change in the most recently published two-bedroom FMR to update the minimum wage. For example, if FMR increased by 3.4% in the prior year, the minimum wage would increase by that same amount.

How It Works:

- **Adjustment Basis**: Annual change in HUD two-bedroom Fair Market Rent (Santa Fe County), with a historical median of 2.6% and average of 3.4%.
- **Implementation Timeline**: HUD releases FMR data early each year; new wage would take effect July 1.
- **Administrative Lead**: The City's Economic Development Department or designee would:
    - Retrieve HUD FMR data (publicly available).
    - Calculate the percentage change from the prior year.
    - Announce new wage by May or June to allow business planning.

Based on historical HUD FMR data from 2000 to 2025, the annual increase has varied substantially, ranging from –9.7% to +22.9%, with significant volatility in the past decade. Modeling percentile-based forecasts yields the following wage trajectories over the next decade, beginning at $15.00 in 2025:

Year	10th pct (-1.6%)	25th pct (0.4%)	50th pct (2.6%)	75th pct (5.0%)	90th pct (11.0%)
2025	$15.00	$15.00	$15.00	$15.00	$15.00
2026	$14.76	$15.06	$15.39	$15.75	$16.65
2027	$14.52	$15.12	$15.79	$16.54	$18.48
2028	$14.29	$15.18	$16.20	$17.36	$20.51
2029	$14.06	$15.24	$16.62	$18.23	$22.77
2030	$13.84	$15.30	$17.05	$19.14	$25.28
2031	$13.62	$15.36	$17.50	$20.10	$28.06
2032	$13.40	$15.43	$17.95	$21.11	$31.14
2033	$13.18	$15.49	$18.42	$22.16	$34.57
2034	$12.97	$15.55	$18.90	$23.27	$38.37

Pros:

- **Affordability Linkage**: Reflects actual local cost of living, especially rent burdens that impact low-income households most directly.
- **Data Integrity**: HUD data is credible, publicly available, and widely used in housing policy.
- **Social Equity**: Ensures minimum wage earners are not left behind in Santa Fe's rent-driven economy.

Cons:

- **Volatility Risk**: FMR data shows wide fluctuations year-to-year, which could make planning difficult for employers.
    - E.g., 22.9% increase in 2024; –9.7% in 2012.
- **Lagged Timing**: FMR reflects past-year rents, potentially causing misalignment with current conditions.
- **Downward Adjustments**: Negative rent growth years could technically reduce the minimum wage unless a floor is legislated.

A housing-based escalator aligns wage growth with Santa Fe's dominant affordability issue: housing. It offers a progressive mechanism to ensure that the minimum wage keeps up with living costs faced by renters, particularly low-income families. However, this model introduces volatility—wages may rise steeply in some years and stagnate or even drop in others. For long-term implementation, the City should consider adding guardrails, such as minimum and maximum adjustment caps (e.g., no more than 8%, no less than 1% per year), or multi-year averaging to stabilize swings.

In high-growth scenarios, this model could result in a minimum wage exceeding $38.00 by 2034—hugely disruptive to small businesses. Yet in low-rent-growth scenarios, wages could stagnate or fall. For this reason, many jurisdictions using FMR linkages incorporate hybrid models or smoothing mechanisms. In Santa Fe, where housing affordability remains the defining challenge for working families, a housing-based escalator deserves serious consideration—ideally with policy flexibility built in.

Scenario C: Blended Index

Under Scenario C, the City of Santa Fe would annually adjust the minimum wage using a blended index that reflects both general inflation and local housing costs. Specifically, the minimum wage would rise each year based on an equal-weighted average of (1) the annual percent change in the Western Region Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) and (2) the percent change in Santa Fe's HUD Fair Market Rent (FMR) for a two-bedroom unit. This approach attempts to capture both the broad cost of living and the acute pressure of housing affordability, which is a major concern for Santa Fe residents.

How It Works:

- **Adjustment Basis**: 50% annual change in CPI-W (Western Region) + 50% annual change in Santa Fe FMR (2-bedroom unit).
- **Implementation Timeline**: Changes take effect each July 1, based on finalized data from the previous calendar year.
- **Administrative Lead**:
    - The City's Economic Development Department (or designated body) would:
        - Collect CPI-W data from the U.S. Bureau of Labor Statistics.
        - Pull HUD Fair Market Rent data from the U.S. Department of Housing and Urban Development.
        - Average the percentage increases of both indices.
        - Apply the result to the current wage and publish the new rate by May or June.

Historical data suggests a wide range of possible outcomes for a blended CPI-rent index. Annual increases have ranged from slight declines (10th percentile: -0.15%) to sharp spikes (90th percentile: 7.6%). The median growth rate is 2.6%, with moderate scenarios (25th–75th percentiles) between 1.05% and 4.05%, reflecting typical inflation and rent trends. Based on these, a minimum wage starting at $15.00 in 2025 could evolve over the next ten years as shown:

Year	10th pct (-0.14%)	25th pct (1.06%)	50th pct (2.6%)	75th pct (4.04%)	90th pct (7.6%)
2025	$15.00	$15.00	$15.00	$15.00	$15.00
2026	$14.98	$15.16	$15.39	$15.61	$16.14
2027	$14.96	$15.32	$15.79	$16.24	$17.37
2028	$14.93	$15.48	$16.20	$16.90	$18.69
2029	$14.91	$15.64	$16.62	$17.58	$20.11
2030	$14.89	$15.80	$17.06	$18.29	$21.63
2031	$14.86	$15.97	$17.50	$19.02	$23.26
2032	$14.84	$16.13	$17.96	$19.78	$25.00
2033	$14.82	$16.30	$18.42	$20.57	$26.85
2034	$14.80	$16.47	$18.89	$21.38	$28.82

Pros:

- **More Accurate Reflection of Costs**: Better aligns with local economic realities by including housing costs—Santa Fe's largest cost driver.
- **Balanced Approach**: Mitigates CPI-only lag without fully tying wages to volatile rent increases.
- **Data Availability**: Both CPI-W and FMR data are updated annually by federal agencies.

Cons:

- **Complexity**: Requires multiple datasets and more detailed annual calculations.
- **Volatility Risk**: If FMR rises sharply in a single year, the combined index may still jump noticeably.
- **Uncertain Long-Term Behavior**: If either CPI or FMR shifts structurally (e.g., post-pandemic rent surges), future wages may deviate from expectations.

This model provides a more grounded wage adjustment for Santa Fe, especially for renters, who are disproportionately affected by housing cost spikes. Yet it also introduces complexity in explanation and forecasting. To address this:

- Pair the blended escalator with a guardrail policy—capping annual changes (e.g., no more than 8% per year) or implementing smoothing mechanisms (e.g., three-year moving averages).
- Monitor for wage compression or displacement, especially in businesses with tight margins

Scenario D: Blended with a New Wage Floor ($17.50) and Cap (5%)

Scenario D builds upon the blended index model by incorporating two additional guardrails: a wage floor of $17.50/hour beginning in 2026, which sets the **proposed higher** minimum wage as a starting point, and an annual escalation cap of 5.0%, which limits sharp increases in any given year. This model uses a hybrid of the Western Region CPI-W and HUD two-bedroom Fair Market Rent increases to calculate wage adjustments, reflecting both inflation and local housing pressures. However, it prevents wage drops during deflationary years and avoids economic shocks in volatile inflationary periods.

How It Works:

- **Adjustment Basis:** Same blended index as Scenario C (average of CPI-W and Santa Fe HUD rent growth).
- **Wage Floor:** Starting in 2026, cannot fall below $17.50/hour regardless of inflation or rent changes.
- **Annual Cap:** Increases cannot exceed 5% annually, even in high-cost years.
- **Implementation Timeline:** Annual adjustment effective July 1, using prior year's blended data.
- **Administrative Lead:** City Economic Development Department (or designated office) would:
    - Calculate blended average of CPI-W and HUD rent change.
    - Apply the floor and cap constraints.
    - Announce wage changes by May or June annually.

Under Scenario D, the range of potential wage outcomes from 2025 to 2034 is broad yet carefully managed due to the application of both a floor and a cap. At the lower bound, the 10th percentile—assuming 0.00% blended annual growth—the minimum wage remains unchanged at $17.50 for the entire decade, offering stability during low-inflation or deflationary periods. At the median (50th percentile), where annual blended growth averages 2.6%, wages steadily climb to $22.05 by 2034, aligning with typical historical trends. At the high end, even with compounded 5.0% increases capped each year (90th percentile scenario), wages could reach as high as $24.62 by 2034 in a highly unlikely scenario. This demonstrates the model's ability to respond dynamically to elevated cost pressures while still maintaining a ceiling to avoid sudden burdens on employers. The floor-and-cap design ensures wage progression occurs within a predictable and policy-sensitive range.

Year	10th pct 0.00%	25th pct 1.06%	50th pct 2.60%	75th pct 4.04%	90th pct 5.00%
2025	$15.00	$15.00	$15.00	$15.00	$15.00
2026	$15.00	$15.00	$15.00	$15.00	$15.00
2027	$17.50	$17.50	$17.50	$17.50	$17.50
2028	$17.50	$17.53	$17.96	$18.21	$18.38
2029	$17.50	$17.56	$18.42	$18.94	$19.29
2030	$17.50	$17.58	$18.90	$19.71	$20.26
2031	$17.50	$17.61	$19.39	$20.50	$21.27
2032	$17.50	$17.64	$19.90	$21.33	$22.33
2033	$17.50	$17.67	$20.41	$22.19	$23.45
2034	$17.50	$17.70	$20.94	$23.09	$24.62

Pros:

- **Affordability Assurance:** Protects workers from wage stagnation with a meaningful floor.
- **Volatility Protection:** Prevents 'economic whiplash' for small businesses during high inflation spikes.
- **Balance of Responsiveness and Restraint:** Reflects both housing and inflation pressures while offering fiscal predictability.

Cons:

- **Complexity:** More steps involved in the calculation and communication of annual wage changes.
- **Hard Cap Limitations:** In rare high-cost years, the 5% ceiling could under-adjust relative to real costs.
- **Administrative Attention Needed:** Requires diligence in calculating and publishing blended figures with guardrails annually.

In sum, Scenario D offers a thoughtful compromise between economic responsiveness and policy stability—especially relevant given Santa Fe's proposed $17.50 minimum wage floor. While this floor would likely only be triggered in rare periods of economic stagnation, it ensures that wage erosion does not occur in deflationary years. Similarly, the 5% annual cap acts as a safeguard against extreme year-over-year spikes that could destabilize small businesses—though hitting this upper limit would also be infrequent based on historical data. Most years are expected to fall well within these bounds, allowing for measured, predictable increases that reflect both inflation and housing trends. This model balances worker protections with employer planning needs, offering a durable framework for wage setting through economic uncertainty.

Scenario E: Phased increase to $17.50 by Jan 2027, then indexed

Scenario E proposes a two-step policy: first, a fixed schedule of annual increases raises Santa Fe's minimum wage from $15.00 to $17.50 by January 1, 2027. After this transition period, the wage would be adjusted annually based on a blended index incorporating both CPI-W (Western Region) and local housing cost changes (e.g., HUD Fair Market Rent). This model offers a compromise between immediate cost-of-living adjustments and smoother long-term planning.

Step 1: Phased Increase

- January 1, 2026: $16.00
- January 1, 2027: $16.75
- January 1, 2028: $17.50

Step 2: Blended Index-Based Adjustments (Post-2028)

- Beginning **January 1, 2029**, annual increases are tied to the average growth rate of:
  - The CPI-W (Western Region), and
  - Santa Fe HUD Fair Market Rent for a two-bedroom unit.
- Data from the prior calendar year is used.
- Adjustments are announced by June each year to take effect the following January.

To operationalize this approach, Santa Fe would commit to a clear, stepwise increase in the minimum wage beginning in 2025. Under this scenario, the wage would rise from $15.00 to $16.00 in 2026, reach $16.75 in 2027, and achieve the $17.50 target by 2028. Thereafter, annual adjustments would follow the blended index framework—factoring in both inflation (CPI-W) and local housing costs. This dual mechanism provides both predictability and responsiveness, allowing the wage to evolve with economic conditions while avoiding volatility in the early implementation years. The table below illustrates how the minimum wage might evolve from 2025 through 2034 under different percentile-based growth assumptions drawn from historical data.

	10th pct (0.00%)	25th pct (1.06%)	50th pct (2.6%)	75th pct (4.04%)	90th pct (11.0%)
2025	$15.00	$15.00	$15.00	$15.00	$15.00
2026	$16.00	$16.00	$16.00	$16.00	$16.00
2027	$16.75	$16.75	$16.75	$16.75	$16.75
2028	$17.50	$17.50	$17.50	$17.50	$17.50
2029	$17.50	$17.69	$17.96	$18.21	$19.42
2030	$17.50	$17.88	$18.43	$18.95	$21.56
2031	$17.50	$18.07	$18.91	$19.72	$23.93
2032	$17.50	$18.26	$19.40	$20.52	$26.56
2033	$17.50	$18.45	$19.90	$21.35	$29.48
2034	$17.50	$18.65	$20.42	$22.21	$32.72

Pros:

- **Employer Transition Time:** Gives businesses two full years to adapt to rising labor costs.
- **Clear Schedule:** Reduces uncertainty through 2028 with preset steps.
- **Responsiveness After 2028:** Indexing ensures that wages track local cost of living over time.

Cons:

- **Slow Initial Relief:** Workers may face continued affordability pressure during phase-in.
- **Complex Administration Post-2028:** Dual-index tracking and public communication require capacity.
- **Potential Volatility:** Without a cap or floor, indexing alone may create unpredictable wage swings in outlier years.

This revised Scenario E blends stability with long-term adaptability. By phasing in the wage increases over three years and then tying future adjustments to both inflation and housing costs, it recognizes the lived reality of affordability in Santa Fe while offering employers a measured ramp-up. Unlike Scenario D, this model does not impose a cap or floor on wage growth—an omission that could lead to greater volatility in extreme economic years, particularly if housing costs spike. Yet this openness also reflects a belief in aligning wages more directly with evolving costs. As a transitional framework, Scenario E offers a pragmatic compromise: it delivers near-term wage relief through predictable increases, while laying the groundwork for a responsive, data-driven system that can mature alongside Santa Fe's economy. Whether to introduce caps or additional safeguards remains a key policy question—but this model provides a thoughtful starting point for equitable and sustainable wage setting.

Case Studies

On July 1, 2025, Alaska, Oregon and Washington, D.C. are increasing their minimum wage for almost 900,000 workers. In 2016 Oregon Legislators tied the state's minimum wage floor to the Consumer Price Index - U.S. City Average for All Urban Consumers for All Items presented by the Bureau of Labor Statistics (CPI-W). The policy separates rates for the State, the Portland Metro Area, and Non-Urban Counties. Per the Department of Employment Services Office of Wage and Hour, Washington D.C. will see an increase to its minimum wage floor on July 1, 2025, from $17.50 per hour to $17.95 an hour due to a 2.7% rise of the Consumer Price Index within the Washington Metropolitan Area. Washington D.C. signed its "Fair Shot Minimum Wage Amendment Act" in 2016 which created a minimum wage floor tied to CPI with provisions to increase it further in subsequent years. Chicago, New York City, Portland, California, Connecticut and Washington D.C.'s minimum wages are all projected to surpass $17 an hour by 2027 due to inflation adjustments to minimum wage.

Summer 2025 Locality Minimum Wage Increases

In Summer, 2025, 12 additional cities and localities are increasing their minimum wage with an inflation adjustment ranging from $0.40 to $0.59.

Locality	State	2024 minimum wage	2025 minimum wage	Minimum wage increase	% Increase	Type of increase
Alameda	California	$17.00	$17.46	$0.46	2.71%	Inflation adjustment
Berkeley	California	$18.67	$19.18	$0.51	2.73%	Inflation adjustment
Emeryville	California	$19.36	$19.90	$0.54	2.79%	Inflation adjustment
Fremont	California	$17.30	$17.75	$0.45	2.60%	Inflation adjustment
Los Angeles	California	$17.28	$17.87	$0.59	3.41%	Inflation adjustment
Los Angeles County	California	$17.27	$17.81	$0.54	3.13%	Inflation adjustment
Milpitas	California	$17.70	$18.20	$0.50	2.82%	Inflation adjustment
Pasadena	California	$17.50	$18.04	$0.54	3.09%	Inflation adjustment
San Francisco	California	$18.67	$19.18	$0.51	2.73%	Inflation adjustment
Santa Monica	California	$17.27	$17.81	$0.54	3.13%	Inflation adjustment
Chicago	Illinois	$16.20	$16.60	$0.40	2.47%	Inflation adjustment
Montgomery County	Maryland	$17.15	$17.65	$0.50	2.92%	Inflation adjustment

Data provided by the Economic Policy Institute, June 25, 2025.

Montgomery County, Maryland breaks down the increases by employer size, large employers (51 or more employees) will increase minimum wages by $0.50 to $17.65 an hour, medium sized employers (11-50 employees) by $0.50 to $16 an hour, and small employers (10 or fewer employees) by $0.50 to $15.50 an hour. These increases are based upon the Consumer Price Index for All Urban Wage Earners (CPI-W) in the Washington D.C.- Arlington-Alexandria metro area for the previous calendar year, which was 2.4% in 2024 per the Montgomery County Office of Human Rights. This strategy combines Scenario A and business size. Academic research published in 2022 from the Mannheim Business Panel in Germany studied the effects of increased minimum wages on "microbusinesses" revealed a "minimum wage-induced increase in market exits among microbusinesses with up to four dependent employees" (De Monte et al. 2022).

In Chicago, Illinois, the inflation adjusted increase is applied to businesses with four or more employees, and is based on the Consumer Price Index or 2.5%, whichever is lower, per the Chicago Department of Business Affairs and Consumer Protection. According to the University of California Berkely Labor Center's Inventory of US City and County Minimum Wage Ordinances, Santa Monica, San Francisco, Los Angeles, Los Angeles County, Berkeley, and Alameda increase their minimum wages based upon CPI-W. Pasadena, Milpitas, Fremont, Emeryville are based upon the standard CPI.

Contemporary Research Findings

"How Do Firms Respond to Minimum Wage Increases? Understanding the Relevance of Non-Employment Margins" published in the Journal of Economic Perspectives by Jeffery Clemens in 2021 gives a holistic view of employer responses to changes to the minimum wage. Clemens finds that employers that produce "non-tradable" goods and services face less challenges in adjusting prices in response to an increase in minimum wages (Clemens, p54). Clemens also stipulates that employers

might respond by reducing non-cash benefits to offset the costs of increasing the minimum wage. Research into employer supplied healthcare offerings is sparse as these values are often binary and are not adequately described in terms of quality and comprehension (Clemens 59). Additional non-cash benefits may be reduced as well, schedule flexibility, training opportunities and effort requirements are examples provided by Clemens (p59). Regardless of the employer response, measurable changes to employment, benefits and pass-through are not observable in the short term and continual monitoring is needed.

"The Minimum Wage in Germany: Institutional Setting and a Systematic Review of Key Findings" by Matthias Dütsch, Clemens Ohlert and Arne Baumann published in the Journal of Economics and Statistics in 2025 is a metanalysis of a series of academic research and policy studying the 2015 minimum wage introduction in Germany and subsequent 15% increase on October 1, 2022. The study was heavily impacted by the Covid-19 pandemic. The research posits shifting the theoretical framework from an hourly wage to a monthly wage. A monthly wage is able to capture differences that an hourly wage can not, such as hours worked, schedule flexibility, non-monetary benefits, and productivity. Dütsch et al, cite the Mario Bossler and Thorsten Schank paper titled "Wage Inequality in Germany after the Minimum Wage Introduction" that found "a 10-percentage- point increase in the applicability of the minimum wage caused an increase in monthly wages of approximately 4.4 percent in 2015 and 2016 and approximately 5.4 percent in 2017" (Bossler, Schank, p126).

Dütsch, Ohlert and Baumann, found substantial evidence for short impacts to raising the minimum wage, "Our literature survey shows that existing studies largely find reductions in working time, particularly directly after the introduction and the first increase in the minimum wage" (p128). Further metanalysis found a loss of employment in the year of the minimum wage introduction (2015) but found no effect in the following year, 2016, suggesting a short-term decline of "…0.025 percent in employment for every additional percentage point in the share of minimum wage" (Dütsch et al, p 138). Similarly, a short-term negative impact for investments in businesses was found with no observable "long-lasting negative effects" (Dütsch et al, p143). There is evidence of pass-through and a negative impact on employer profits specifically in businesses with contractual hourly wages, this however was not found in employers who did not have contractual hourly wages (Dütsch et al, p 145).

An analysis of the research conducted by Holger Bonin in 2018 titled "The German Statutory Minimum Wage and Its Effects on Regional Employment and Unemployment" and Nico Pestel, in 2020 titled "Impact of the statutory minimum wage on employment and unemployment" found "…the introduction of the minimum wage reduced overall employment by 0.6 percent in 2016 and by 0.9 percent in 2019 in regions with an above median wage gap (i.e. the difference between the actual wage in 2014 and the minimum wage) compared to regions with a below average wage gap" (Dütsch et al, p138). However, a paper by Christian Dustmann titled "Reallocation Effects of the Minimum

Wage" found that workers who's wages would be increased by the new minimum wage legislation had a "…slightly greater probability of them being employed after the minimum wage had come into force. The authors also observed a reallocation of these workers to larger, higher paying firms due to the minimum wage" (Dütsch et al, p138).

Both the work by Bonin and Pestel found that the effects were more severely felt in locations with comparatively low GDP growth, "These negative employment effects were particularly driven by regions with relatively low GDP growth before the introduction of the minimum wage" (Dütsch et al, p138). The metanalysis found no evidence in an effect of worker productivity, "All the existing studies did not find evidence for minimum wage-induced effects on labour productivity in Germany…" Dütsch et al, p142).

Dütsch, Ohlert and Baumann found notable benefits from the minimum wage introduction and 2022 increase. A metanalysis of the 2023 study conducted by Clemens Ohlert titled "Minimum Wage Effects on Gender Gaps in Working Hours and Earnings in Germany" published in the Society for the Study of Economic Inequality found that "the minimum wage effects on the average hourly wages of women and men in minimum wage establishments differed by 3.6 % points in 2015, which led to a reduction in the gender pay gap in these workplaces" (p126). Indeed it was found that overall wage variance was reduced "…the minimum wage reduced the wage dispersion in Germany" (Dütsch, p145). Dütsch et al conclude that "Due to strong economic growth in the years after its introduction, the minimum wage had no adverse effects on overall employment or unemployment levels" (Dütsch et al, p145).

"Who Pays for the Minimum Wage?" by Peter Harasztosi and Attila Linder published in the American Economic Review in 2019 is a comprehensive analysis of how Hungarian firms responded to minimum wage increases. It found that 75% of the minimum wage increase was paid by consumers as "pass-through" meaning the costs were passed through to consumers, the remaining 25% was paid by employers, though these figures vary by industry. Price responses and pass-through were greater in non-tradable industries than tradeable industries (Clemens, 2021). Santa Fe employers should be able to take advantage of greater pass-through due to the immutable nature of Santa Fe's business sectors, tourism, culture and arts.

Summarized Q&A between Dr. White and the Mayor's Office June through August, 2025.

Q: What housing measure is used in the blended index?

A: The proposal relies on the U.S. Department of Housing and Urban Development's Fair Market Rent (FMR) for a two-bedroom apartment in Santa Fe. This measure is the most conservative published benchmark available, and it directly reflects local market rental conditions. Tying wage adjustments to HUD's FMR ensures that the formula is transparent, consistent, and relevant to Santa Fe's housing realities.

Q: Critics argue that raising the minimum wage will reduce job opportunities, especially for younger or minority workers. Is this a valid concern?

A: This argument is most closely associated with Walter Williams and others who oppose the existence of any minimum wage. It is important to note that every U.S. state, including the most conservative, has a minimum wage; the five states with no state-level wage utilize the federal minimum wage of Research consistently shows that unemployment among Black youth and other groups is shaped primarily by structural inequalities, not wage ordinances. Santa Fe's proposal is not intended to eliminate entry-level work but to ensure wages reflect the cost of living. With the median rent for a one-bedroom apartment now close to $1,400 per month, stagnant wages create a much greater barrier to participation in the workforce than the proposed adjustments.

Q: Is this analysis being conducted by the Bureau of Business and Economic Research (BBER) at UNM?

A: No. The projections were prepared independently by Erebor LLC and Dr. Reilly White. Although Dr. White serves as a faculty member at UNM, the work was not conducted by BBER and is not affiliated with its research portfolio.

Q: How does the proposal address wage compression among workers who already earn more than the living wage?

A: Wage compression is a foreseeable outcome when minimum wages rise. Employers may respond by flattening pay scales, delaying promotions, or adjusting job expectations for staff earning in the $17–20 per hour range. Evidence suggests that large-scale job losses are unlikely. More common responses include modest reductions in hours, tighter scheduling practices, or a preference for hiring more experienced workers. These adjustments must be weighed against the broader gains in worker stability, household spending power, and community well-being.

Q: What will the living wage look like ten years from now under this proposal?

A: Using the blended index with a $17.50 floor in 2027 and a five percent annual cap (Scenario 'D'), the projected living wage in 2034 is approximately $20.94 per hour, or about $21.48 in 2035. Assuming a five percent cap on rates, the maximum possible wage level in 2034 would be $24.62. Applying a Monte Carlo analysis – which simulates the results 10,000 times - produced a very similar central estimate of $21.39 by 2034, reinforcing the reasonableness of these projections.

Q: What would today's living wage be if this formula had been in place since 2004?

A: The 2004 living wage of $8.50 per hour, if indexed under the blended formula, would be approximately $14.40 today. This aligns closely with the actual current living wage of $15.00, suggesting the proposed approach is both realistic and sustainable.

Q: What risks do employers face under the new proposal?

A: The majority of economic studies show that higher minimum wages do not lead to widespread job loss. Where risks emerge, they tend to involve incremental changes such as reduced hours, more restrictive scheduling, or automation in certain industries. Employers may also prioritize older or more experienced applicants. These risks are offset by the benefits of higher wages, including improved worker retention, greater consumer demand, and reduced reliance on public assistance.

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-21

INTRODUCED BY:

Mayor Alan Webber

A BILL

AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.

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

Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included for reference without amendments:

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:

28-1.2 Legislative findings.

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for

underscored material = new [~~bracketed material~~] = delete

workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce

the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum

wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for occupied units paying rent in the city of Santa Fe increased by twenty eight percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:

28-1.3 Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended to read as follows:

28-1.5 Minimum wage payment requirements.

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall

pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006 , the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2027, the minimum wage shall be an hourly rate of seventeen dollars and fifty cents ($17.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, the Western Region, as published by the United States Bureau of Labor Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] D. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]E. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included for reference without amendments:

28-1.6 Prohibitions against retaliation and circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included

for reference without amendments:

28-1.7 Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:

28-1.8 Enforcement; remedies.

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be

appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:

28-1.11 Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding

a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025-___ including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Sep 4, 2025 11:17:35 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/Bill/2025/Living Wage

FIR No. 10707.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Living Wage Ordinance Update

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Rod Gould, Senior Advisor and Public Engagement Coordinator
Date: 8/26/2025 **Phone:** 505-637-1907

Reviewed by City Attorney: Erin McSherry Erin McSherry (Sep 4, 2025 11:17:35 MDT) **Date:** 09/04/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 09/04/2025

Summary:
The proposed bill would amend SFCC 1987, Section 28, the Living Wage Ordinance, to increase the living wage in the city of Santa Fe, beginning January 1, 2027, to an hourly wage of seventeen dollars and fifty cents ($17.50). The proposed bill retains the existing exceptions. Additionally, the bill establishes a new formula for calculating annual increases to the living wage by using an average of the rate increases United States Bureau of Labor Statistics' Western Region Consumer Price Index ("Western Region CPI") and the United States Department of Housing and Urban Development's ("HUD") fair market price rental of a two-bedroom unit in Santa Fe. Lastly, the annual adjustments to the living wage would be limited to five percent (5%) of the prior year's wage, and the bill prohibits decreases to the wage, preventing the living wage from going down in the case of an economic crisis.

Departments Affected:
City Attorney's Office, Finance Department, Economic Development Division, Tourism Division, Public Works Department, Public Utilities Department, Constituent Services, and Community Services Division.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not update its living wage law to calculate annual increases by using the average of the rate increases of the Western CPI and HUD's fair market rental price of a two-bedroom unit in Santa Fe. The gap between what entry and low-skilled workers are paid and the annual wage required to live in Santa Fe would widen.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation relates to adopted legislation aimed at increasing the supply of affordable housing in Santa Fe and making living and working in Santa Fe more affordable. Examples of such laws are the Santa Fe Homes Program, requirements for Low Priced Dwelling Units, Affordable Housing Trust Fund, and resolutions donating City-owned land, Community Development Block Grant Funding, and zoning ordinances providing density bonuses for affordable housing.

Performance and Administrative Implications:
None at this time.

Fiscal Implications:
According to the most recent Position Organization Listing from the City's Human Resources Department for the pay period ending August 1, 2025, the City employs eighteen (18) employees whose hourly pay rate was less than $17.50 per hour. These employees work mostly in Tourism, Public Works, and Public Utilities. There is one person in Community Services, who has a pay rate of $16.9591 per hour. Although they all have a significant benefits package that places their compensation for Living Wage purposes above $17.50, it is advisable to bring their base pay to that level. The amount needed to increase all eighteen (18) employees' hourly rates to $17.50, including adding forty percent (40%) for benefits) annualized based on 2080 work hours in a year equates to $13,467.71. The cost to contract for a study or studies to determine the effect of the Living Wage Ordinance would be $50,000 and the study would be presented to the Governing Body no later than July 1, 2029. There also may be changes to the Gross Receipts Tax; however, the details are not currently known.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$ 7,000	$	N	R	General	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$ 50,000			Economic Development	
Operating	$	$	$				$
Total:	$	$ 7,000	$ 50,000				$ 57,000

Expenditure Narrative:

The increase in the Living Wage is to take effect in early 2027. The $7,000 in FYE 2027 is half the annual cost increase for the affected employees. The $50,000 budgeted for FYE 2028 is allocated for the study to determine the effect of the Living Wage Ordinance.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

None

Signature:
ROD GOULD (Sep 4, 2025 17:18:54 MDT)

Email: rsgould@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-21

Living Wage Update

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X___

I intend to propose amending Bill No. 2025-21 as follows:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-21

INTRODUCED BY:

Mayor Alan Webber

AMENDMENT A – RED – Councilor M. Garcia

A BILL

AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.

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

Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included

underscored material = new [~~bracketed material~~] = delete

for reference without amendments:

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:

28-1.2 Legislative findings.

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a

disproportionate percentage of their income sheltering themselves and their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty

level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for occupied units paying rent in the city of Santa Fe increased by twenty eight

percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:

28-1.3 Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended to read as follows:

28-1.5 Minimum wage payment requirements.

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition

shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006 , the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2026, the minimum wage for city employees shall be an hourly rate of seventeen dollars and fifty cents ($17.50).

~~C~~D. Beginning January 1, 2027, the minimum wage shall be an hourly rate of seventeen dollars and fifty cents ($17.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban

Consumers, the Western Region, as published by the United States Bureau of Labor Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] ~~D~~E. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]~~E~~F. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included for reference without amendments:

28-1.6 Prohibitions against retaliation and circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included for reference without amendments:

28-1.7 Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:

28-1.8 Enforcement; remedies.

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has

the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:

28-1.11 Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by~~

~~March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025- including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

Respectfully submitted,

Michael Garcia, Councilor

Amendment approved as to Form:

Erin McSherry

Erin McSherry (Oct 15, 2025 14:40:09 MDT)

Erin K. McSherry, City Attorney

ADOPTED: X

NOT ADOPTED: _____

DATE: 10/20/2025 (Public Works)

_____

ANDRÉA SALAZAR, City Clerk

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-21

Living Wage Update

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X___

I intend to propose amending Bill No. 2025-21 as follows:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-21

INTRODUCED BY:

Mayor Alan Webber

AMENDMENT B - Purple - Councilor Alma Castro

A BILL

AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.

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

Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included

underscored material = new [~~bracketed material~~] = delete

for reference without amendments:

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:

28-1.2 Legislative findings.

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a

disproportionate percentage of their income sheltering themselves and their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty

level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for occupied units paying rent in the city of Santa Fe increased by twenty eight

percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

(5) According to a survey conducted by the Santa Fe Chamber of Commerce in October 2025, more than fifty percent (50%) of the sixty-seven business respondents reported paying their employees twenty-one dollars ($21.00) per hour or more.

Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:

28-1.3 Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the

city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended to read as follows:

28-1.5 Minimum wage payment requirements.

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership

interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, ~~interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or~~ persons working for a business in connection with a court-ordered community service program such as teen court ~~or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera)~~ shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006 , the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2027, the minimum wage shall be an hourly rate of ~~seventeen dollars and fifty cents ($17.50)~~ twenty dollars ($20.00). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by

the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, the Western Region, as published by the United States Bureau of Labor Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] D. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]E. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included

for reference without amendments:

28-1.6 Prohibitions against retaliation and circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included for reference without amendments:

28-1.7 Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:

28-1.8 Enforcement; remedies.

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred,

the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:

28-1.11 Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract~~

~~with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025- including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

Respectfully submitted,

Alma Castro (Oct 20, 2025 16:16:39 MDT)

Alma Castro, Councilor

Amendment approved as to Form:

Erin McSherry

Erin McSherry (Oct 20, 2025 15:58:53 MDT)

Erin K. McSherry, City Attorney

ADOPTED: X

NOT ADOPTED: _____

DATE: 10/20/2025 (Public Works)

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Bill/Amendment/2025/Living Wage Amendment

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-21

Living Wage Update

Mayor and Members of the City Council:

In relation to Bill No. 2025-21.

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. ___X__

I intend to propose the following amendment(s),

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-21

INTRODUCED BY:

Mayor Alan Webber

AMENDMENT C – GREEN - Councilor Cassutt and Councilor Faulkner

A BILL

AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.

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

underscored material = new [~~bracketed material~~] = delete

Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included for reference without amendments:

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:

28-1.2 Legislative findings.

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of

New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths

percent (12.3%) of the Santa Fe community lives below the poverty level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for

occupied units paying rent in the city of Santa Fe increased by twenty eight percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:

28-1.3 Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended

to read as follows:

28-1.5 Minimum wage payment requirements.

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or

temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006 , the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2027, the minimum wage shall be an hourly rate of seventeen dollars and fifty cents ($17.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits, including medical, vision, and dental, as well as employer-provided childcare and housing benefits shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban

Consumers, the Western Region, as published by the United States Bureau of Labor Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] D. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]E. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included for reference without amendments:

28-1.6 Prohibitions against retaliation and circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included for reference without amendments:

28-1.7 Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:

28-1.8 Enforcement; remedies.

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has

the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:

28-1.11 Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by~~

~~March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025- including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

Respectfully submitted,

Jamie Cassutt

Jamie Cassutt (Oct 21, 2025 20:04:21 MDT)

Jamie Cassutt, Councilor

Pilar Faulkner (Oct 21, 2025 21:35:57 MDT)

Pilar Faulkner, Councilor

Amendment approved as to Form:

Erin McSherry

Erin McSherry (Oct 21, 2025 19:21:26 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Bill/Amendment/C/2025/Living Wage

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-21

Living Wage Update

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X___

I intend to propose the following amendment(s) to Bill No. 2025-21:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-21

INTRODUCED BY:

Mayor Alan Webber

AMENDMENT D – BLUE – Councilor Faulkner

A BILL

AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.

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

Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included for reference without amendments:

underscored material = new [~~bracketed material~~] = delete

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:

28-1.2 Legislative findings.

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and

their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for occupied units paying rent in the city of Santa Fe increased by twenty eight percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:

28-1.3 Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended to read as follows:

28-1.5 Minimum wage payment requirements.

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work

through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2027, the minimum wage shall be an hourly rate of seventeen dollars and fifty cents ($17.50), other than for employees of entities with fifteen or fewer employees, which shall continue to have the minimum wage described in Paragraph B. In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, the Western Region, as published by the United States Bureau of Labor

Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] D. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]E. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included for reference without amendments:

28-1.6 Prohibitions against retaliation and circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take

any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included for reference without amendments:

28-1.7 Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:

28-1.8 Enforcement; remedies.

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from

the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:

28-1.11 Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled~~

~~and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025- including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

Respectfully submitted,

Pilar Faulkner (Oct 21, 2025 21:36:36 MDT)

Pilar Faulkner, Councilor

Lee Garcia, Councilor

Amendment approved as to Form:

Erin McSherry
Erin McSherry (Oct 21, 2025 19:17:29 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-21

Living Wage Update

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X___

I intend to propose amending Bill No. 2025-21 as follows:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-21

INTRODUCED BY:

Mayor Alan Webber

AMENDMENT E – lime green – Councilor Jamie Cassutt

A BILL

AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.

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

Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included

underscored material = new [~~bracketed material~~] = delete

for reference without amendments:

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:

28-1.2 Legislative findings.

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a

disproportionate percentage of their income sheltering themselves and their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty

level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for occupied units paying rent in the city of Santa Fe increased by twenty eight

percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

~~(5) According to a survey conducted by the Santa Fe Chamber of Commerce in October 2025, more than fifty percent (50%) of the sixty-seven business respondents reported paying their employees twenty-one dollars ($21.00) per hour or more.~~

Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:

28-1.3 Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the

city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended to read as follows:

28-1.5 Minimum wage payment requirements.

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership

interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006 , the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2027, the minimum wage shall be an hourly rate of ~~twenty dollars ($20.00)~~ seventeen dollars and fifty cents ($17.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by

the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, the Western Region, as published by the United States Bureau of Labor Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] D. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]E. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included

for reference without amendments:

28-1.6 Prohibitions against retaliation and circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included for reference without amendments:

28-1.7 Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:

28-1.8 Enforcement; remedies.

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred,

the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:

28-1.11 Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract~~

~~with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025- including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

Respectfully submitted,

Jamie Cassutt (Oct 22, 2025 14:17:15 MDT)

Jamie Cassutt, Councilor

Respectfully submitted,

Pilar Faulkner (Oct 22, 2025 15:45:38 MDT)

Pilar Faulker, Councilor

Respectfully submitted,

Amanda Chavez
Amanda Chavez (Oct 22, 2025 14:29:08 MDT)

Amanda Chavez, Councilor

Amendment approved as to Form:

Erin McSherry
Erin McSherry (Oct 22, 2025 13:49:27 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Bill/Amendment/E/2025/Living Wage Amendment

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2025-21

Living Wage Update

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X___

I intend to propose amending Bill No. 2025-21 as follows:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-21

INTRODUCED BY:

Mayor Alan Webber

AMENDMENT F – GOLD – Councilor Michael Garcia

A BILL

AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.

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

Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included

underscored material = new [~~bracketed material~~] = delete

for reference without amendments:

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:

28-1.2 Legislative findings.

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a

disproportionate percentage of their income sheltering themselves and their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty

level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for occupied units paying rent in the city of Santa Fe increased by twenty eight

percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:

28-1.3 Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended to read as follows:

28-1.5 Minimum wage payment requirements.

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition

shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2027, the minimum wage shall be an hourly rate of seventeen dollars and fifty cents ($17.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, the Western Region, as published by the United States Bureau of Labor Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] D. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]E. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included for reference without amendments:

28-1.6 Prohibitions against retaliation and circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information

regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included for reference without amendments:

28-1.7 Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:

28-1.8 Enforcement; remedies.

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable.

In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:

28-1.11 Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the~~

~~data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025- including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

Respectfully submitted,

Michael Garcia, Councilor

Amendment approved as to Form:

Erin McSherry
Erin McSherry (Oct 22, 2025 13:57:50 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Bill/Amendment/2025/Living Wage Amendment

CITY OF SANTA FE

Memorandum

Date: October 8, 2025

To: Planning Commission, Historic Districts Review Board, Archeological Review Committee, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, and Governing Body

From: Maggie Moore, Assistant Land Use Director

Via: Mark A. Scott, City Manager
Elisa Montoya, Community Development Director
Heather Lamboy, AICP, Planning and Land Use Director

RE: An ordinance to repeal and replace the Land Development Code, (also known as "Chapter 14") as Phase 1 of the Land Development Code Update, focuses on improving the organization, user-friendliness, and clarity of Chapter 14, as well as certain substantive changes as described in this memo and the Disposition Report.

EXECUTIVE SUMMARY:
The Bill proposes to repeal and replace the Land Development Code (the "LDC"), or Chapter 14 of the Santa Fe City Code of Ordinances, with Phase 1 of 3 of the LDC Update (the "Update"). The Update will improve the organization, clarity, and user-friendliness of the LDC, and create the foundation for subsequent updates anticipated in Phases 2 and 3. The Update provides a code that is accessible to the layperson, easy to understand, and simple to administer, with consistent and transparent regulations. In addition to numerous non-substantive changes aligned with those primary goals, the Update includes certain changes characterized as substantive. These substantive changes are described in detail in this memo and highlighted in the attached Disposition Report (the "Report"). The Report serves as a summary table of all changes proposed in the Update and describes the differences between the current LDC and the Phase 1 Update. This memo provides additional context and rationale for the highlighted substantive changes.

BACKGROUND:
The Planning and Land Use department (the "Department) is leading two concurrent strategic planning efforts: the update of the LDC and the update of the City's General Plan ("Santa Fe Forward"). Together, the existing versions of these documents guide planning and development in Santa Fe, but they have not been comprehensively updated since 1987 and 1999, respectively. To address this issue, the Department initiated the multi-phased update of the LDC with consultants Clarion Associates in 2023 and an update of the General Plan with consultants WSP USA in 2024.

The LDC update has three phases:

Phase 1 - LDC Foundations,
Phase 2 – Promoting Key Standards, and
Phase 3 – General Plan Consistency Review.

Phase 1 LDC Foundations identified opportunities to improve the organization, clarity, and user-friendliness of the LDC, creating the foundation for a new LDC that is easy to understand, simple to administer, and that provides consistent and transparent regulations. Through engagement and collaboration with the community and technical working groups, guidance from City staff, and feedback from City leadership, a discrete set of substantive changes are proposed in the Phase 1 Update. These substantive changes are highlighted in the Disposition Report and discussed in detail in this memo.

Completion of Phase 1 of the LDC coincides with the completion of Santa Fe Forward's first major milestone, the General Plan Assessment Report. The report is a deep dive on existing City projects and programs, demographic trends, and economic analysis. The report's findings will help to inform the work of Phase 2 of the LDC update.

Phase 2 of the LDC Update, Promoting Key Standards, will officially begin following the adoption of Phase 1. Building on the foundation of the newly reorganized LDC, Phase 2 may propose significant revisions to review and approval procedures, design and dimensional guidelines, infrastructure standards, architectural design guidelines, additional use regulations, and consolidation of existing zoning districts. Phase 2 is also an opportunity to resolve any remaining inconsistencies that were not addressed or missed in Phase 1.

Finally, Phase 3 General Plan Consistency Review will include additional substantive revisions to implement the land use and growth goals and policies of the soon to be adopted Santa Fe Forward General Plan, and involve a comprehensive review of existing code provisions to resolve any conflicts between the LDC and the goals and policies adopted in Santa Fe Forward.

LDC PHASE 1 PROCESS:

The Phase 1 Update is the culmination of over two years of public engagement, community input, citywide staff review, and direction from City leadership. Public engagement began in the Spring of 2023 with a virtual Open House and an in-person Open House at the Santa Fe Community Convention Center. Following these events, the team solicited input through public surveys, launched the project website, conducted stakeholder interviews, and collected additional contributions from City staff and leadership. The information gathered from these public engagement efforts was documented in the attached LDC Assessment Report, which was released in the summer of 2023. The project team hosted two public engagement events in the Fall of 2023, one at City Hall and one at the Southside Library, to collect feedback from the public on the LDC Assessment Report.

To further support the Update, the project team convened the Citizens Advisory Working Group (CAWG)[1], the Technical Advisory Working Group (TAWG)[2], a Historic Districts Ordinance Advisory Committee, and met with subcommittees of the Planning Commission, Historic District

[1] The CAWG is composed of Santa Fe residents representing community organizations concerned with land use issues. They provide policy-level feedback on the draft.
[2] The TAWG is composed of professionals highly familiar with the current LDC. They provide detailed, technical feedback on the draft.

Review Board, and Archaeological Review Committee. Advisory group membership is provided in Tables 1 – 4. With support from the project team, these diverse advisory working groups met regularly to review the LDC Assessment Report and provided valuable direction and feedback throughout the drafting process.

Table 1. Citizens Advisory Working Group Members	
Jamie Cassutt	City Councilor, D4
Liz Camacho	Hispanic Chamber of Commerce
Mori Vorenberg Hensly	Santa Fe Watershed Association
Jessica Lawrence	Planning Commissioner, D1 (former)
Lisa Gavioli/Anthony Guida	Friends of Architecture
Johanna Gilligan	Homewise
Don Miller	Santa Fe Conservation Trust
Adam Fulton Johnson	Old Santa Fe Association/Santa Fe County Commissioner
Mary Ann Maestes	Earth Care New Mexico
Daniel Werwath	Senior Housing Policy Advisor
Donna Reynolds	Santa Fe Association of Realtors, Board of Adjustment
Glen Schiffbauer	Green Chamber of Commerce
Bridget Dixon	Santa Fe Chamber of Commerce

Table 2. Technical Advisory Working Group Members	
Sheb Mirando	Planning Commissioner, D2, Architect
Miles Conway	formerly of Santa Fe Area Home Builders Association
Brian Nenninger	Orion-West
Joe Simmons	AIA, Architect
Noah Berke	Wilson Engineering
Frank Katz	Old Santa Fe Association
Jennifer Beidscheid	Historic District Review Board, Architect
Jennifer Jenkins	JenkinsGavin
Grant Alexander	Board of Adjustment, Architect
Shawn Evans	MASS Design
David Eck	Archaeological Review Committee
Tim Rogers	Santa Fe Conservation Trust
Carlos Gemora	Sites Southwest, Planner
Eric Faust	Licensed Commercial Contractor

Table 3. Planning Commission Subcommittee
Peter Smith
Sheb Mirando
Jessie Lawrence, former Planning Commissioner

Table 4. Historic Districts Ordinance Subcommittee	
Cecelia Rios	HDRB Chair
Madeline Aguilar- Medrano	HDRB Member
Scott Cherry	AIA Land Use Working Group
David Rasch	Previous City HPD Manager
Frank Katz	Old Santa Fe Association
Nicole Thomas	Wonderstone (Archaeologist)
Richard Martinez	Martinez Architecture Studio
Alexander Dzurec	Autotroph, Architect
Adam Fulton Johnson	Old Santa Fe Association
Gayla Bechtol	GBA, Architect
Anthony Guida	Friends of Architecture
Shawn Evans	MASS Design Group
Joe Simmons	AIA, Architect
Daniel Strongwater	Architect
Aastha Singh	Homewise
Stephanie Beninato	NM Mediate

NON-SUBSTANTIVE UPDATES:
The vast majority of changes proposed in the Update are "non-substantive" in nature, meaning they do not meaningfully change the standards, regulations, or procedures of the LDC, but simply clarify, correct, reorganize, or better illustrate existing language. An example of a significant, but non-substantive, change includes reorganizing the zoning districts to be consolidated into individual pages for each district that include all relevant standards, rather than the current condition where standards are spread across multiple articles in different locations throughout the LDC. The district standards themselves have not changed, but the placement, organization, and presentation of information are new.

Other general improvements include the addition of pictures and illustrations (see Figure 1), approval procedure diagrams, use of terms that are understandable to the lay person, the resolution of inconsistencies between sections, and over 1,000 cross-references that have been reviewed and updated. Furthermore, the processes for Land Use Director and Land Use Board decisions have been outlined to be clearly understandable. A complete summary of all changes is detailed in the attached Disposition Report.

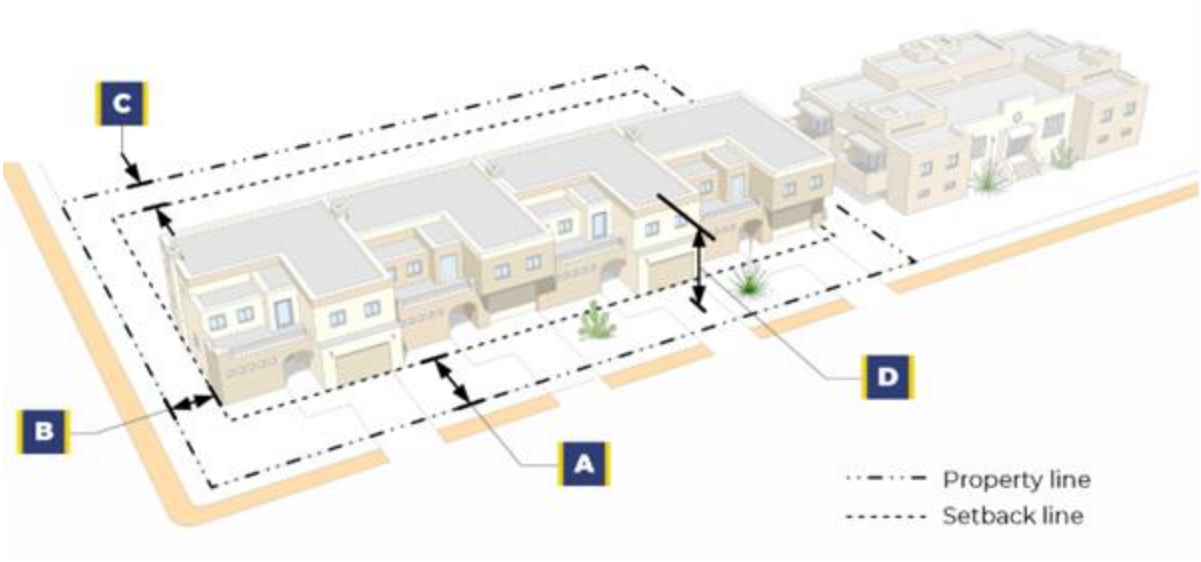

Figure 3.2-3: Moderate-Density Residential Districts

Figure 1. Non-substantive change – district dimensional standard illustrations

SUBSTANTIVE UPDATES:

This memo and the disposition report highlight a number of changes characterized as "*substantive*". Some of the updates may appear more substantial than others, and specific constituencies may identify certain changes as significant, where other constituencies would not. Each of the recommendations were identified through the public engagement process and staff's expertise with the code. The updates were vetted by the CAWG, the TAWG, the Historic Districts Ordinance working group and subcommittees of the Planning Commission, Historic District Review Board and Archaeological Review Committee. The substantive changes also support the overall goals of the Phase 1 Update, including creating a more user-friendly, efficient, and easy-to-administer code. The reasoning behind each substantive update varies and is discussed below and summarized in the Disposition Report. The code citations provided below are the new code sections and correspond with column 2 of the Disposition Report. The order of items 1-41 below generally follows the order in which these highlighted items appear in the Disposition Report.

1. **Section 14-2.2.D Planning Commission.**
   The Update proposes removing the Long-Range Planning Subcommittee from the Planning Commission's "Powers and Duties". The Update retains the "*Ad Hoc Subcommittee*," which provides flexibility for the Planning Commission to assemble committees for long-range planning or for other matters as the Planning Commission may require. This edit resolves a redundancy while preserving the powers delegated to the Commission to assemble subcommittees on an *ad hoc* basis.

2. **14-2.1.B Common Review Procedures**
   The Update proposes to limit the requirement for an Early Neighborhood Notification (ENN) meeting for City capital improvement projects to those exceeding $250,000 in cost; the existing requirement is for any reconstruction or expansion that exceeds $150,000 in cost. Rising construction costs since the last update necessitate this change, while

preserving the original intent of the requirement. The Update establishes a 6-month expiration date for ENNs. If following an ENN, an application hasn't been submitted within a 6-month timeframe, another ENN would be required. Furthermore, after denial of an application, a one-year limitation will be implemented on resubmitting another application of the same project.

3. **Section 14-2.1.D.1 Annexations**
   The Update adds the requirement for a pre-application conference and an ENN for all Annexations, and if denied the applicant must wait 12 months from the date of denial to resubmit, unless the applicant can show a substantial change in circumstances to justify a resubmittal.

4. **Section 14-2.1.F.2 Conditional Use Approval.**
   The proposed name change from "special" to "conditional" is intended to better align with the purpose and intent of a conditional use approval. A conditional use approval process allows the applicable land use board to impose conditions of approval for certain permitted uses, to allow for certain uses at specific sites throughout the community, while minimizing negative impacts on nearby residential uses. These conditions can include limiting hours of operation, enhanced landscape screening, or additional on-site or off-site improvements, among others.

5. **Section 14-4.2.D.4 Archaeological Clearance Permit Required / Utility Mains.**
   The proposal reduces the length of new construction of sewer and utility mains requiring an archaeological clearance permit from 60 to 50 feet within the Historic Downtown Archaeological Review District; from 550 to 100 feet within the Rivers and Trails Archaeological Review District; and from 550 to 200 feet within the Suburban Archaeological Review District. The proposed change will ensure that more sites are assessed for archaeological resources before any ground-disturbing activities take place, leading to fewer construction delays and greater documentation of archaeological resources.

6. **Section 14-3.2 and 14-3.3 Residential Districts and Mixed-Use and Nonresidential Districts Height Increases.**
   An increase in the maximum height in residential districts (from 24 to 26 feet) and mixed-use districts (from 35 or 36 to 38 feet) is needed to accommodate modern "green building" practices. As the climate of Santa Fe warms, the need for HVAC systems and other green building measures, such as higher ceilings and improved insulation, has increased. The proposed height increase will make it easier to meet the standards of the soon-to-be-adopted Green Building Code, which requires extra insulation, ductwork, and other measures, such as rooftop solar panels, which can nominally increase the overall height of structures. Additionally, the increased height will allow more flexibility for screening of rooftop appurtenances (solar panels and HVAC systems) and accommodate rooftop shade structures that can provide for additional outdoor living spaces. The height increase would accommodate 9- and 10-foot ceiling heights, which allow for more passive solar features and are standard in new construction but difficult to achieve under Santa Fe's current height standards. This measure may reduce housing costs by adding flexibility to the design and construction processes. The proposed height increase does *not* supersede additional, more restrictive regulations on height maximums, such as those in the historic districts.

7. **Section 14-3.3C Parks and Open Space Zoning District.**
The Update creates a new Parks and Open Space zoning district, intended to accommodate new and existing parks, trails, and open spaces. Parks and open spaces are currently zoned R-1 (Residential). The new Parks and Open Space Zoning District has not been assigned specific standards or applied to the zoning map as part of Phase 1. The new district will be further developed as part of Phases 2 and 3 of the LDC update project after additional public engagement on the topic is conducted. While the creation of the new district does not rezone existing park properties, it lays the foundation for this change in subsequent phases of the LDC Update to protect and provide stewardship of these valuable community resources.

8. **Section 14-4 Elimination of Unused Overlay Districts.**
As part of the effort to reduce unused overlay districts in the LDC, the Update proposes the elimination of the "RS Residential Suite Hotel/Motel Overlay" and "Ecological Resource Protection District." Neither of these overlays are currently applied to any properties on the zoning map. The RS Residential Suite Hotel/Motel Overlay adds a layer of complexity for a specific use. Generally, use-specific regulations are more effectively applied at the base-zoning level rather than through an overlay district.

9. **Section 14-4.6 Historic District Overlay.**
The Update amends the subdistrict regulations in the Historic District Overlay to focus on defined qualities such as materials, massing, and architectural features, rather than "styles" that are subject to broad interpretation. In 2004, Clarion Associates drafted a rewrite of the Historic code, but the project was never completed. The Historic District Subcommittee determined that some of the Subdistrict Regulations created in the 2004 draft addressed the lack of well-defined regulations in the Historic Districts Ordinance and therefore recommended that they be adopted as part of Phase 1 of this project. The content in specific historic districts has been reorganized to follow a more consistent structure, with each district having the same headings and subheadings. The detailed changes are summarized in items 10-15 of this memo and highlighted in the Disposition Report.

10. **Section 14-4.6E General Design Standards for All Historic Districts.**
The Update adds clarification in several areas of the General Design Standards for all Historic Districts Section 14-4.6E. One example is added clarification that existing porches and portals on significant or landmark structures, and those on the primary façades of contributing structures, shall not be enclosed. It is not the intent for this standard to apply to non-contributing buildings. The current language simply states, "*Existing porches or portals shall not be enclosed.*" This new language clarifies the applicability of this important standard. Consistent with the existing practice for significant structures, language has been added to specify that all facades of significant structures are considered "*primary*" facades. A new provision is proposed to require that window depth and other characteristics of window and door fenestration be preserved. Definitions for *facade* and *elevation* have been updated to provide greater detail.

11. **Section 14-4.6G.2 Downtown and Eastside Design Standards.**
The Update adds Provisions I and II to the design standards for the Downtown and Eastside Historic District. Provision I describes the "architectural character" of the district and Provision II requires that new construction and modifications or alterations to existing

buildings in the district are generally required to be in the Pueblo-Spanish Revival, Territorial-Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style". The descriptions of "old" and "recent" Santa Fe style are removed and replaced with physical categories, including walls, roof, building materials, etc. This section is re-written, including specific permissions and limits such as height limits for fences, 80 percent coverage for plaster, and a requirement for tree preservation.

12. Section 14-4.6G.3 Historic Review District.

The Update proposes edits to Provision II.a 3 to clarify the permitted stucco colors to brown, tan, yeso or local earth tones. Provision II.b.2 modifies requirements to solid wall space; II.c.1, restricts the increase of parapet to two feet to screen solar equipment, II.d adds restrictions on cantilevers to beams, plates, or other projection from a wall.

13. Section 14-4.6G.4 Historic Transition District.

The Update adds a description of the "architectural character" of the district and requires new buildings and alterations to be in the bungalow style or the Pueblo-Spanish Revival, Territorial Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style". Provision III changes standards to apply to all buildings, not just publicly visible portions of structures, and removes provisions regarding "size, map, and shape".

Provision II.a.1 allows walls to be more than 80 percent wood; II.d limits fence and wall height; and II.f makes changes to permitted colors, removing the exclusion of chocolate brown and yeso.

14. Section 14-4.6G.1 Don Gaspar Area Historic District.

The Update adds a description of the "architectural character" for the district, describing the state of the district in 2025 and specifies that new construction is required to be in Bungalow style or the Pueblo-Spanish Revival, Territorial Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style". New language states that walls may no longer be made of slump block and adds a description of permitted colors for walls. Roofs of new buildings must be consistent in shape with fifty percent of existing buildings in the streetscape. Roof colors and finishes are specified as earth-tone colors, including grays, browns, and reds; wood shingle, asphalt, true standing-seam (non-reflective), and red clay tile roofs, while enamelized metal roofs are limited to non-contributing buildings, so long as the roof profile is that of a standing-seam roof and is non-reflective. The Update proposes to limit the increase to parapets to screen appurtenances, including solar, to two feet, and specifies new height limitations for yard walls and fences. A requirement has been added to retain certain trees and alleys. While the standards permit additional roof styles, the height ordinance will control the placement of the different roof styles based on the height ordinance's streetscape analysis.

15. Section 14-4.6G.5 Westside Guadalupe Historic District.

The Update adds a description of "architectural character" as observed in 2025; limits yard wall materials to publicly-visible walls and fences rather than all walls and fences; prohibits unstuccoed concrete block, chain-link, metal wire, or similar materials" in front yards, rather than when not in the "street frontage;" limits wall and fence heights and colors; removes public view limitation on application of standards in the district; and prohibits parking in required front yards.

16. Section 14-4.2 Archaeological Review Districts.

The threshold for applicability has universally been reduced from 75 to 50 years of age at the request of the Archaeological Review Committee in order to be consistent with the Historic Districts Review Board's practice. A new requirement for an Archaeological Clearance Permit has been added if there is ground disturbance within 25 feet of a known archaeological site. As noted above in item 5, the length of disturbance of utility main construction requiring an archaeological clearance permit has been reduced in each archaeological subdistrict.

17. **Section 14-4.5A Removal of Alcohol-Related Regulations in the Airport Rd Overlay District.**
The Update removes all regulations related to the sale of alcohol in this overlay. While well-intentioned, the regulations have had the unintended deterrent effect on some desirable uses such as grocery stores and restaurants, which thereby creates less walkability to services and entertainment. Additionally, content-based regulations related to the advertisement of alcohol are unenforceable restrictions. Further, these regulations are staff-intensive and difficult to monitor, track, and enforce. Finally, the provision that bans the sale of individual "mini" alcohol products has since been adopted state-wide.

18. **Section 14-5 Use Regulations, Residential Housing Types.**
Several housing types have been added to Table 51, the Summary Table of Allowed Uses, including Compound Development, Live-Work Dwellings, Duplexes, Townhomes, Triplexes, and Quadplexes. These housing types are already allowed under the current code but were not previously included under Residential Uses in the Summary Table. This addition also lays the foundation to establish design standards for each typology in Phase 2 of the Update.

19. **Section 14-5.2B Review and Approval of Unlisted Uses.**
This is a new section replaces a blanket prohibition on unlisted uses, and allows a review and approval process for uses that are not specifically listed in Table 51: Summary Table of Allowed Uses. This new process is needed due to the constantly evolving business and residential uses that arise within the community.

20. **Section 14-5.2D Summary Table of Allowed Uses.**
Thirty years ago, the use categories of outdoor dining, urban farm, tiny homes, breweries, doggy daycare, film production, and mobile food truck courts were not nearly as ubiquitous as they are today. The Update proposes adding several new use categories to Table 51, the Summary Table of Allowed Uses (formerly the Table of Permitted Uses), that have become quite common throughout the community. Adding these "*new*" uses to Table 51 will set the stage for additional use-specific standards in Phase 2 and provide for predictable development standards. Several existing uses have been reorganized, consolidated, and redefined.

21. **14-5.3B Residential Uses.**
The Update removes the unenforceable prohibitions on residential parking, including the prohibitions on parking any vehicle in the front yard setback within three feet from the front property line or blocking or partially or fully obstructing any sidewalk, public street, or other public right-of-way; and parking any vehicle on the side or back yard without being screened from view from the public right-of-way, such as by a wall or solid fence.

The Update also adds a prohibition on the use of any vehicle as a receptacle for the storage of litter or refuse.

22. 14-5.3C Household Living.

The Update adds a requirement for a person who conducts a home occupation and applies for a construction permit to demonstrate that the proposed construction does not violate any provisions of this subsection.

23. Section 14-5.3C.2 Accessory Dwelling Unit.

Accessory Dwelling Units (ADUs) currently cannot exceed the height of the primary structure. The proposed Update aims to remove this restriction, allowing ADUs to reach a maximum height of 26 feet outside of the historic districts. This change will allow for greater design flexibility and encourage the construction of ADUs, such as on top of garage structures. The maximum square footage of an ADU will remain at 1,500 square feet. The Update removes an outdated provision which states, "*nothing herein is intended to supersede private covenants or other restrictions*."

24. Section 14-5.3C.3 Compound Development.

New design standards are proposed to clarify and support the development of compound style residential developments.

25. 14-5.3C.11 Private Swimming Pool.

This new section creates a requirement for fencing and establishes other standards for in-ground and above-ground pools with a depth of two feet or greater.

26. Section 14-5.3G Commercial Uses.

Several new subcategories have been included to better organize uses. The Update adds a section regulating outdoor dining.

27. Section 14-5.3I.3 Telecommunication Facilities.

Significant changes have been made to this section for consistency with current federal requirements regarding the review timeframes for telecommunications facilities. Only requests for new facilities are subject to public hearings. All other requests are administrative decisions to be rendered within the 30-, 60-, or 90-day allowance, depending on the type of request. Definitions have been added for new terminology such as "collocation" and "shot clock" and the section has been reorganized for clarity and conformity with federal regulations.

28. Section 14-5.3E Agricultural Uses.

Regulations are added for workers, structures, signs, and parking for agricultural home occupations.

29. Section 14-3.2F High-Density Residential Districts, By-Right High-Density.

The Update removes the requirement to submit a development plan to Planning Commission for a proposed density over 10-units per acre in the R-12 through R-29 districts (high-density residential). Currently, applicants in high-density residential districts are required to submit a development plan to propose densities over 10-units per acre, despite their zoning district designation of R-12, R-21 or R-29. This requirement adds

uncertainty and significant cost and time constraints on development in these districts, especially for small, infill projects, which are prioritized in the General Plan. The requirement is only applied to the high-density districts while other districts can achieve their density designation "by-right" (*e.g.*, R-5, R-7, and R-9). One example of how the requirement for a development plan for higher density affects development is a recent development application that proposed five (5) affordable homes on a City-owned vacant lot at 635 Alto Street. Despite being zoned R-21, which would allow five units on the approximately 0.25-acre lot, the current code requires the applicant to submit a development plan for approval by the Planning Commission. The development plan requirement has significantly delayed and added costs to this 100% affordable housing project. Eliminating the development plan requirement does *not* remove the requirement for development plans for developments above 30,000 SF, or 10,000 SF that are within certain zoning districts or proximate to residential uses. Rather, the change will streamline the approval process for small-scale infill projects.

30. Section 14-7.4(D) Open Space, Additional District Specific Requirements.

The Update clarifies that, in the C-2 district, 250 square feet of open space is required per dwelling unit. The previous wording was unclear, and could be misinterpreted to require open space for only ground-floor units. The new language aligns with the current interpretation of the code regarding open space requirements in the C-2 district.

31. Section 14-8.2 Terrain and Stormwater Management.

The Terrain and Stormwater Management section has been reorganized with copy edits to correct several existing deficiencies and resolve conflicts. Among the new requirements are: a financial guarantee in a form acceptable to the Director if planting is delayed until the next planting season; a requirement that existing grades beneath native trees and shrubs remain undisturbed; a prohibition of mounding soil, fill dirt, organic materials, or inorganic debris under native plant canopies; and a new requirement that if a property or homeowners association assumed the responsibility for maintenance of stormwater infrastructure, the association may not be disbanded without another party assuming the designated responsibilities for repair and maintenance.

32. Section 14-8.4E Plant Material Standards.

The Update proposes several edits to Plant Material Standards, including to provision 2.I, allowing developments that provide 100 % affordable units to plant smaller, one and one-half-inch caliper minimum deciduous trees; provision 2.VIII, requiring gravel mulch that is used in public rights-of-way to be washed and screened prior to site delivery; provision 2IX, prohibiting all impervious barriers in addition to plastic for weed barriers; provision 2.X, permitting temporary irrigation systems; provision 5.I.f, requiring irrigation for a minimum of three years; and provision 5.VI, adding a requirement for irrigation.

33. Section 14-8-4H Parking Lot Landscaping.

The Update amends the parking lot landscaping requirements and lowers the threshold for applicability of interior parking lot landscape requirements and pedestrian circulation from 40 or more off-street parking spaces to 20 or more off-street parking spaces. The section is also updated to specify when a four-foot berm, a four-foot continuous hedge, a planting strip with trees, or some combination of these is required along the perimeter of a parking lot for screening.

34. Section 14-7.5 Off-Street Parking and Loading, Flexible Parking Requirements.
The Update includes several provisions aimed at increasing flexibility in meeting parking requirements and promoting economic development, including: relocating the parking table, parking design standards, and bicycle parking requirements from the Chapter 14 Appendix, and integrating them into the body of the code; exempting the Business Capital District (BCD) from parking requirements; defining the parameters of a Parking Demand Study; allowing on-street parking to count towards off-street parking requirements; allowing shared parking and off-site parking agreements; and decreasing parking requirements for development in close proximity to a transit stop or multi-use trail, transit facilities, on-site carshare, structured parking, commercial parking facilities; and developments with a certain number of affordable or senior housing units.

35. Section 14-7.5J Off-Street Bicycle Parking Requirements.
The Update changes bicycle parking requirements and introduces new regulations for long-term bicycle parking. The Update separates bicycle parking requirements from vehicle parking requirements, allowing for more context-sensitive and adaptable bicycle parking facilities. Currently, the maximum required number of bicycle parking spaces is 12, which is inadequate for larger developments and those located near multimodal infrastructure. Furthermore, the addition of long-term bicycle parking addresses the increasing use of cargo and electric (E-bikes), which typically require secure ground-floor parking that has access to charging stations.

36. Section 14-7.5G EV Charging Space Requirements.
The Update includes a preliminary set of requirements for the provision of Electric Vehicle charging stations for new developments, including the requirement for a certain number of EV charging facilities and EV-ready parking units, depending on the proposed use.

37. Section 14-8.6 Outdoor Lighting.
The Update adds definitions for light trespass and glare, in anticipation of more specific standards to be included in Phase 2; makes minor updates to existing standards to align with the NM Night Sky Protection Act; eliminates the allowance for high- and low-pressure sodium lamps and mercury vapor; adds LED as a permitted lamp type; lowers the permitted strength of incandescent watts from 160 to 150; and adds a method of measurement for compliance with lighting standards.

38. Section 14-7.6 Elimination of Content-based Regulation of Signs.
The Update removes "content-based" regulations, which are illegal under the First Amendment of the United States Constitution. The First Amendment restricts governments from making laws that abridge the freedom of speech. Courts have applied the First Amendment to conclude that cities cannot regulate the content of signs, but can include content-neutral regulations, such as limitations on their location, size, shape, color, etc. Regulations of obscene signs are allowed and regulations on that topic have been carried forward.

39. Section 14-7.2 Santa Fe Homes Program
The Update adds a provision stating that an applicant who is otherwise bound by a previous agreement, may opt to comply with the SFHP requirements in order to receive the

incentives. This addition resolves an issue wherein properties subject to annexation or other prior written agreements, which contain their own affordable housing requirements, prior to 2005, are not allowed to participate in SFPH and are therefore not eligible to receive the incentives offered under the program. The change would allow developers to comply with their existing agreements and also have the opportunity to participate in the SFHP.

40. **Section 14-7.2E Santa Fe Homes Program Standard Development Incentives.**
New language clarifies that in order to receive the standard 15% density bonus, affordable units must be delivered on-site. Developments which opt for the fee-in-lieu of compliance option will not be eligible for the density bonus.

41. **Section 14-7.2F Santa Fe Homes Program Enhanced Affordability Incentives.**
The Update creates a new enhanced affordable housing incentives program within the existing Santa Fe homes Program, which incentivizes the development of additional Santa Fe Homes Program (SFHP) units and market rate units. Projects must provide at least 30% SFHP qualified affordable units to be eligible for a suite of development incentives including scaled density bonuses; administrative review of development plans and subdivisions; dimensional standard flexibility; and certain fee waivers. The proposed incentives do *not* amend the existing SFHP requirements and are a voluntary option for developers. The Enhanced Affordability Program has no fee-in-lieu option. Participants are required to deliver SFHP qualified affordable units in order to take advantage of the suite of development incentives. See the attached Enhanced Affordability Incentives Report for more information on the proposal.

42. **Section 14-1.13A.4 Determination of Nonconformity Status.**
The Update clarifies that the burden of proof for establishing legal non-conformities rests with the applicant or property owner and Section 14-1.13B.2 reduces the period of inactivity from 365 days to 180 days for re-establishing a non-conforming use.

43. **Section 14-1.12D Violations.**
The Update clarifies and reorganizes various references to violations that are currently found throughout the LDC into a single Violations section. The section states which activities constitute a violation of the LDC and describes the remedies, penalties and hearing proceedings.

EVALUATION CRITERIA:
Section 14-3.3, "Amendments to Text of Chapter 14," outlines the process for amending the text of the Land Development Code. To make a positive recommendation to the Governing Body, the Land Use Director and the Planning Commission must find that a text amendment meets the six criteria set forth in Section 14-3.3(B). The criteria are as follows:

(1) compliance with law;
(2) consistency with the general plan;
(3) ***consistency with other policies adopted by the governing body;***
(4) consistency with the purpose and intent of Chapter 14 and of the section being amended;
(5) consideration of how the amendment relates to other provisions of the Santa Fe City

Code and the avoidance of unintended consequences; and
(6) ***consistency with any approved neighborhood conservation overlay districts.***

RECOMMENDATION:
Because the Update meets the above six criteria (where applicable), the Land Use Director recommends that the Governing Body approve the proposed Update.

ACTION REQUESTED:
Adopt the proposed legislation as presented.

ATTACHMENTS:
LDC Disposition Report
LDC Assessment Report
Enhanced Affordability Incentives Report

THE DISPOSITION REPORT

The Disposition Report (the "Report") describes the differences between the current Land Development Code (the "LDC") or Chapter 14 and the Phase 1 Update. Column 1 follows the section numbering of the current LDC, column 2 describes the proposed location in the Phase 1 Update, and column 3 includes a brief explanation of changes. The formatting criteria are as follows:

- Blank cells in column 3 (Explanation of Changes) signify there is no change.
- Yellow highlights are brief explanations of substantive changes; further explanation for substantial changes is included in the memo.
- Grey cells in column 1 (Current Chapter 14) indicate either:
  - The content in column 2 (Proposed Location) is new; or
  - The content in column 2 has been relocated from a different subsection that is out of sequence with column 1 (Current Chapter 14) numbering.

1. Current Chapter 14	2. Proposed Location	3. Explanation of Changes
14-1: General Provisions	**14-1 General Provisions**	**No substantial changes.**
14-1.1: Title	14-1.1 Title	Adds "LDC", "the Land Development Code (LDC) and "this Code" as short names for Chapter 14.
14-1.2: Authority	14-1.2 Authority	
14-1.3: General Purposes	14-1.3 General Purposes	Removes the following clause: "and to ensure that the regulations adopted pursuant to this chapter are in accordance with the general plan."
14-1.4: Minimum Requirements; Uniform Application	14-1.4 Minimum Requirements; Uniform Application	
	14-1.5 Schedule of Fees, Charges and Expenses	Section is relocated from 14-3.1(D) (Review and Approval Procedures). The Update leaves the current fees in place until amended or replaced by separate resolution.
14-1.5: General Plan	14-1.6 General Plan	
14-1.6: Jurisdiction and Applicability	14-1.7 Jurisdiction and Applicability	Added sentence that where an ordinance does not apply to other governments, they are encouraged to comply.
14-1.7: Conflicting Provisions	14-1.8 Conflicting Provisions	Minor copy edits and renumbering.
14-1.8: Transitional Rules	14-1.9 Transitional Rules	Updated cross-references.
14-1.9: General Rules of Construction	14-9.1 Rules of Construction	Minor copy edits and restructuring.
14-1.10: Interpretations	14-1.9 (F): Interpretations	
14-1.11: Applicability to Owners, Occupants, and Premises	14-1.11: Applicability to Owners, Occupants, and Premises	
	14-1.12 Enforcement	Content relocated from 14-11. Changes in content detailed in 14-11 in Column 1 below.
	14-1.13 Nonconformities	Content relocated from 14-10. Changes in content detailed in 14-10 in Column 1 below.
	14-2 Administration and Procedures	New article title.
14-2: Review and Decision-Making Bodies	14-2.2 Review and Decision-Making Bodies	Article becomes section under new 14-2 Administration and Procedures.
14-2.1: Summary of Ordinance Administration and Review Roles	14-2.1A Summary Table of Review and Approval Procedures	Table information incorporated with other content into Table 02-1. List of table abbreviations moved from beneath table to above it to be more immediately visible to users. List decision makers in order from the director to the governing body, rather than from the governing body to

		the director. Added rows for *construction permit*, *alternative means of compliance*, *administrative deviations*, and *creation of new historic overlay district*.
14-2.2: Governing Body	14-2.2.B Governing Body	Carried forward with minor copy edits.
14-2.3: Planning Commission	14-2.2.D Planning Commission	Carried forward with minor copy edits and some reorganization to reduce repetition. Separates variance and waiver. Removes the long-range planning subcommittee.
14-2.3(F) Long Range Planning Subcommittee		Standing committee removed in favor of the Planning Commission convening ad hoc committees as necessary.
14-2.4: Board of Adjustment	14-2.2.E Board of Adjustment	Carried forward subject to minor copy edits.
14-2.5: Business-Capitol District Design Review Committee		Removes text about this Committee because it no longer exists pursuant to sunset in current code, Section 14-2.5 ("The business-capitol district design review committee ("BCD DRC") shall automatically cease to exist when all BCD development in progress at the effective date of this amendment has received the necessary review and approval or denial from the BCD DRC.).
14-2.6: Historic Districts Review Board	14-2.2.F: Historic Districts Review Board	Minor copy edits and reorganization. Adds "H-Board" as an official short name for the Board. Removes personal property acquisition as being within scope of recommendation authority.
14-2.7: Archaeological Review Committee	14-2.2.G: Archaeological Review Committee	Minor copy edits and reorganization. Adds the requirement to hold a current New Mexico state burial excavation permit for work in any location where human remains of historic age are anticipated to be present for archeologists in "direct charge of studies": Removes "waiver of qualifications" for archeologists and historical archeologists by ARC in its discretion for good cause.
14-2.8: Additional Procedures of Land Use Boards	14-2.2.C: Land Use Boards General Standards and Procedures	Minor copy edits and some reorganization to break up large blocks of text into more easily readable lists.
14-2.9: Santa Fe Extraterritorial Land Use Authority	14-2.2.J: Santa Fe Extraterritorial Land Use Authority	Carried forward with minor reorganization to make headings/subheadings consistent across sections.
14-2.10: Santa Fe Extraterritorial Land Use Commission	14-2.2.K: Santa Fe Extraterritorial Land Use Commission	Carried forward with minor reorganization to make headings/subheadings consistent across sections.
14-2.11: Land Use Director	14-2.2.H: Planning and Land Use Director	Carried forward subject to minor copy edits. Subsection 14-8.11(C) has been relocated from Santa Fe Homes Program to this section, as it is a description of the Land Use Director's responsibilities w/r/t the SFHP. There is a cross-reference from the Authority section of SFHP that leads to this content.
14-2.12: Floodplain Administrator	14-2.2.I.1 Floodplain Administrator/Authority	The content of 14-2.12 is now the Authority statement for the Floodplain Administrator.
	14-2.2.I.2 Powers and Duties	Relocated from 14-3.10(B)(1) and (2). This content was in the section on procedures, but this is a description of the Floodplain Administrator's duties and responsibilities.
	14-2.2.I.2.II Enforcement	Relocated from 14-3.10(C). This content was in procedures, but is a description of the Floodplain Administrator's duties and responsibilities.
14-3: Review and Approval Procedures	**14-2.1 Review and Approval Procedures**	**Significant reorganization of procedural information into a standard format.**

		Public notice requirements have been changed to specify first class mail, not certified, except where required by state law. Combines demolition of historic structure and landmark structure and makes both a decision by the HDRB, appealable to the Governing Body. Substitutes "the City's website" for City hall for posting of the 15 day notice procedures. Clarifies that the 15 day notice does not apply to appeals.
14-3.1(A) Relationships Among Different Applications, Permits and Approvals	14-2.1.B.2.V Application Submittal and Acceptance	
14-3.1(B) Authority to File Applications	14-2.1.B.2.I Authority to File Applications	
14-3.1(C) Form of Application	14-2.1.B.2.II Form of Application	
14-3.1 (D): Schedule of Feels, Charges and Expenses	14-1.5: Schedule of Fees, Charges and Expenses	Relocation moves this to the General Provisions section, will make more intuitive sense and be easier to find.
14-3.1(E-J): General Provisions	14-2.1.B: Common Review Procedures	Provision B.4, Scheduling and Notice of Public Hearing: requirement for mailing changed from certified to first class mail, except where state statute requires certified (rezoning of less than one block). Provision B.6, Post Decision Actions and Limitations / Appeals / Process to File an Appeal: appellant notice of appeal requirement for mailing changed from certified to first class mail. Simplified ENN requirement for City capital improvement projects to those exceeding $250K. Adds a six-month expiration for ENNs and a one-year limitation on resubmitting an application that is denied.
	14-2.1.B.4.c.4: Published Notice	Addition of sentence clarifying that published notice is not required for appeals is new, added to resolve conflicting provisions regarding notice for appeals.
14-3.1(K): Post-Approval Procedures - Rezoning	14-2.1.D: Ordinance Amendments	
14-3.1(L-M): General Provisions	14-2.1.B: Common Review Procedures	
14-3.2: Amendments to the General Plan	14-2.1.C: General Plan Amendment	Reformatted, but no other changes.
14-3.3: Amendments to Text of Chapter 14	14-2.1.D.2: Code Text Amendment	Reformatted and requires a 12-month period between proposals that are substantially similar by parties other than the Governing Body.
14-3.4: Annexations	14-2.1.D.1: Annexations	Adds a requirement for 12 months between requests to annex the same property that are denied and adds a requirement for a Pre Application and ENN meeting for all Annexations.
14-3.5: Rezonings	14-2.1.D.3: Rezonings	Reformatted, but no other changes in this Phase.
14-3.6: Special Use Permits	14-2.1.F.2: Conditional Use Approval	Name changed from special use permit to conditional use approval.
14-3.7: Subdivisions of Land	14-2.1.E: Subdivision Procedures	Provision E.1.XII: requirement for mailing changed from certified to first class mail. Section E.6: Name of summary procedure changed to administrative approval subdivision; reference to NM state statute NM Stat § 3-20-8, Alternate Summary Procedure has been added.

14-3.8: Development Plans	14-2.1.F.4 Development Plans	Reformatted, but no other changes in this Phase.
14-3.9: Master Plans	14-2.1.F.5 Master Plans	Reformatted, but no other changes in this Phase.
14-3.10: Development in Special Flood Hazard Areas	14-2.1.H.1.IV: Waiver for Special Flood Hazard Areas	Because this request is processed according to the Variance procedure, it is now included as a subsection to that procedure (along with other waivers that are processed in the same way).
14-3.11: Construction Permits	14-2.1.F.3I: Construction Permits	Section 14-3.11(C), Architectural Design Review is moved from Construction Permits to Article 14-7 Development Standards in Section 14-7.3 Architectural Design Review. No edits to content.
14-3.12: Certificates of Occupancy	14-2.1.F.1: Certificate of Occupancy	No edits to content.
14-3.13: Archaeological Clearance Permits	14-2.1.G.1 Archaeological Clearance Permit and 14-4.2D: Archaeological Clearance Permit Required	Procedural information related to an archeological clearance permit has been relocated from Section 14-3.13, Review and Approval Procedures, to 14-2.1. There is also a cross reference from Section 14-4.2, Archaeological Review Districts, to the procedure.
14-3.13(B)(1) Historic Downtown Archaeological Review District	14-4.2D.1 Historic Downtown Archaeological Review District	Provision III regarding proximity to a known archeological site is new.
14-3.13(B)(2) River and Trails Archaeological Review District	14-4.2D.2 River and Trails Archaeological Review District	Carried forward subject to minor reorganization.
14-3.13(B)(3) Suburban Archaeological Review District	14-4.2D.3 Suburban Archaeological Review District	Carried forward subject to minor reorganization.
14-3.13(B)(4) Utility Mains	14-4.2D.4 Utility Mains	The length of disturbance for construction of sewer mains or main lines of other utilities requiring an archaeological clearance permit, has been reduced in each Archaeological Review District. The reduction is proposed due to construction delays caused by discoveries. The proposed change will protect discoveries without causing undue delay and overburdening resources. Historic downtown: from 60 to 50 feet. River & trails: from 550 to 100 ft. Suburban: from 550 to 200 ft.
14-3.13(B)(5) Exemptions	14-4.2D.5 Exemptions	Provisions II and V are new.
14-3.13(B)(6) Environmental Assessments or Impact Statements	14-4.2D.6 Environmental Assessments or Impact Statements	This provision has been changed to add the clarification that the ARC gets to review and approve environmental assessments or statements.
14-3.13(C) Procedures	14-2.1G.1 Archeological Clearance Permit	This information has been reorganized into the standard format used in the procedures section, but the procedure itself has not been changed.
	14-2.1G.2 Creation of a New Historic Overlay District	This is not a new procedure, but the description of how such a request is processed has greater detail than the current Chapter 14. This combines the information in 14-5.2(J) into the new format for description of procedure steps and refer to the fact that such a creation is essentially a rezoning. It therefore also cross-references or includes relevant information from the rezoning procedure.
14-3.14: Demolition of Historic or Landmark Structure	14-2.1.G.3 Demolition of Historic or Landmark Structure	New sections including Purpose, Applicability, and Post-Decision information have been added. Existing information has been reorganized and copy edited but there are no substantial changes to the material.
14-3.15: Minor Modifications	14-2.2.H.3.II: Minor Modification	This is a discretionary authority that may be exercised by the Planning and Land Use Director, Planning

		Commission, or Governing Body in reviewing an application; but it is not a separate review procedure per se. Relocated to Review and Decision-Making Bodies / Duties and Responsibilities / Planning and Land Use Director.
14-3.16: Variances	14-2.1.H.1: Variance	Because waiver requests are to be decided in the same manner as variances, the criteria for various types of waiver requests is included here.
14-3.17: Appeals	14-2.1.H.2: Appeal	Rearranged subsections to place "date of final action" as its own subsection before "time limit for appeal".
14-3.18: Utility Conformity Reviews	14-2.1.F.7: Utility Conformity Review	Procedural information is being relocated from use-specific standards into Administration and Procedures; however, no change to the content of these procedures or the decision-making authority is being made.
14-3.19: Expiration, Extension, and Amendment of Development Approvals	14-2.1.F: Development Review Procedures	
14-3.20: Residential Condominiums	14-2.1.F.6: Residential Condominiums	Reformatted, but no other changes in this Phase.
14-4: Zoning Districts	**Article 14-3 Zoning Districts**	**All districts: combined purpose statements (14-4) and dimensional standards (14-7).**
14-4.1 General Provisions	14-3.1 General Provisions	
14-4.1 (A) Purpose of Dividing the City into Districts	14-3.1A Purpose of Dividing the City into Districts	Addition of the following purposes: provide coordinated growth pattern; reduce ecological impacts and greenhouse emissions; and provide multimodal transportation options that improve safety and lesson congestion in the streets and public ways. Removing or modifying prior purposes to lessen congestion in the streets (without tie to multimodal) and public ways, to avoid undue concentration of population, and to prevent the overcrowding of lands.
	14-3.1B Zoning Districts Established	Replaces 14-6.1(C); adds Parks and Open space zone, "POS"; Removes "A-C" arts overlay.
14-4.1 (B) Compliance with District Regulations	14-3.1C Compliance with District Regulations	Carried forward with clarifications regarding temporary structures, overlay districts, exemptions, and nonconformities.
14-4.1 (C) Official Zoning Map	14-3.1D Official Zoning Map	Carried forward without change.
14-4.1 (D) Rezoning Procedure	14-3.1E Rezoning Procedure	Carried forward without change.
14-4.1 (E) Rules for Interpretation of District Boundaries	14-3.1D.2 Interpretation of District Boundaries	Carried forward without change. Moves the annexed land zoning of R-1 to its own subsection.
	14-3.1F Overlay Districts	Adapted from 14-7.2, Table Note 1, applicable to residential, nonresidential, mixed-use, and BCD districts. The note is included here in generally applicable information so that it does not need to be repeated.
	14-1.1G Organization of this Article	New.
14-4.2 Residential Districts	14-3.2 Residential Districts	All residential development: Permitted maximum height increased from 24 feet to 26 feet to accommodate modern building practices.
14-4.2 (A) Purpose, and 14-4.2 (B) Other Structures and Uses	14-3.2A General Standards	

14-4.2 (C) Rural Residential District	14-3.2B Rural Residential District	
14-4.2 (D) R-1, R-2, R-3, R-4, R-5 and R-6 Residential Districts	14-3.2C Lower-Density Residential Districts	
14-4.2 (E) R-7, R-8, and R-9 Residential Districts 14-4.2 (F) R-7(I) Single-Family Residential Infill District	14-3.2D Moderate-Density Residential Districts	Did not carry forward provision regarding rezoning; statement is standard across districts, and does not need to be repeated in each one. Now covered in 14-3.1E.
14-4.2 (G) RC-5 and RC-8 Residential Compound Districts	14-3.2E Residential Compound Districts	Carried forward, with edits to Purpose statement; expanded detail of "reflecting historic development patterns" to explain more explicitly what these are.
14-4.2 (H) R-10, R-12, R-21, and R-29 Residential Districts	14-3.2F High-Density Residential Districts	Consolidates standards from several sections that apply to high density residential districts.
14-4.2 (I) RAC Residential Arts and Crafts District	14-3.3A Residential Arts and Crafts District	Combines with existing 14-5.4 and moved to Nonresidential and Mixed-Use District section, to reflect the character of development this district is intended to enable.
14-4.2 (J) MHP Mobile Home Park District	14-3.2G Mobile Home Park District	Cross references Section 14-5.3C.9, Mobile Home, Temporary Placement, for applicable standards. removes rezoning provision that are standard information.
14-4.3 Nonresidential and Mixed-Use Districts	14-3.3 Mixed-Use and Nonresidential Districts	All nonresidential development: Permitted height increased from 35 or 36 feet to 38 feet to accommodate modern building practices. Substitutes "day care" for "child day care facilities". The new definition includes both child and adult care facilities.
	14-3.3A Residential Arts and Crafts District	See 14-4.2 (I) above. Proposed for elimination in Phase 2.
14-4.3(L) MU Mixed Use District	14-3.3B Mixed-Use District	Purpose and goals for mixed use development amended to focus on compact and pedestrian-oriented aspects of mixed-use development. 14-3.3.B.3.IV.b, Residential Uses Changed allowed building height to reflect increases in this draft 25 ft to 26 for residential, and 35 ft to 38 for mixed-use. Adds dimensional standards and "additional regulations" from Table 14-7.3-1.
14-4.3(E) Business-Capitol District	14-3.3C Business-Capitol District	Comparison of overlap between BCD and Historic Districts proposed in Phase 2 to eliminate duplicative or conflicting standards. Adds standards from 14-7.4 with new limitation that Floor area granted as a credit is not eligible for any additional credit. Moved standards for redevelopment subdistricts to follow townscape subdistricts.
14-4.3 (A) C-1 Office and Related Commercial District 14-4.3 (B) C-2 General Commercial District 14-4.3 (C) C-4 Limited Office, Retail and Arts and Crafts District	14-3.3D Office and Commercial Districts	C-1 Purpose: Carried forward with minor copy edits. C-2 Purpose: Carried forward with minor copy edits.
14-4.3 (F) I-1 Light Industrial District 14-4.3 (G) I-2 General Industrial District	14-3.3E Industrial Districts	
	14-3.4 Special Purpose Districts	The districts are not new, but this is a new heading used to categorize them.
14-4.3 (H) BIP Business and Industrial Park District	14-3.4A Business and Industrial Park	No changes in Phase 1. Proposed for elimination in Phase 2.

14-4.3 (D) HZ Hospital Zone Districts	14-3.4B Hospital Zone District	Carried forward with minimal edits. Proposed for elimination in Phase 2.
	14-3.3C Parks and Open Space District	New zone district.
14-4.3 (I) PRC Planned Residential Community District 14-4.3 (J) PRRC Planned Resort-Residential Community District	14-3.4D Planned Community Districts	Since there is an opportunity to create master planned communities using a PUD overlay, there does not appear to be a need to keep these as base districts. Proposed for elimination in Phase 2.
14-4.3 (K) SC Planned Shopping Center District	14-3.4E Planned Shopping Center Districts	Proposed for elimination in Phase 2.
14-4.3 (L) MU Mixed-Use District	14-3.3B Mixed-Use District	See 14-3.3B Mixed-Use District in column 2 above.
	14-3.5 Calculations, Measurements, and Exceptions	Collected and integrated the various measurement-related rules necessary to administer the district lot/building standards tables, along with exceptions to those rules. See 14-7.1 below. Updated language from "required yards" to "required setback". Added swimming pools and other water features to the list of structures that are exempted from required setbacks. Allows limited non-conforming front setbacks when new development is adjacent to existing development without the full setback. Adds roof-mounted HVAC equipment to exempt structures for calculating building height (up to four feet). Adds 2-foot limitation to structure perimeter, accounting for exemption for awning extending into a setback. Adds sixty-day timeline to trigger an alternative process to creation of neighborhood conservation overlay district.
14-5: Overlay Zoning Districts	**Article 14-4 Overlay Zoning Districts**	Eliminated RS Residential Suite Hotel/Motel Overlay, and Ecological Resource Protection District because neither currently exist on the ground. Residential Suites hotels can be addressed by use-specific standards, if need be, and ecological resource protection can be addressed through development standards.
	14-4.1A Creation of New Overlay Districts	Subsection is new, but content is pulled from existing sections (Historic, Neighborhood Conservation, and PUD), and consolidated here.
14-5.1 General Purpose; Relationship to General Use Zoning Districts	14-4.1B Existing Overlay Districts	The order of existing overlay districts has been reorganized alphabetically and removes PUD planned unit development district, RS district, ERP District, and NCO district; adds West Santa Fe River Corridor district to list.
14-5.2 Historic Districts	14-4.6 Historic Districts	Changes to this section update content to follow a more accessible and consistent structure, with each district having the same headings and subheadings to present information. Subdistrict regulations to focus on defined qualities rather than subjective "styles".
14-5.2A General Provisions	14-4.6A General Provisions	Provision 2.II re: Multiple Overlay Regulations is new. Provision 5.II re: Boundaries is new, based on common practice being codified.

14-5.2B Minimum Maintenance Requirements	14-4.6B Minimum Maintenance Requirements	Carried forward with some provisions combined (B4 and 5, 8 and 9) when they addressed the same topic, plus minor additions and copy edits.
14-5.2C Regulation of Significant and Contributing Structures in the Historic Districts	14-4.6C Buildings with Significant or Contributing Historic Status	Provisions (c) / II and III (HDRB Authority to Review Status Designation and Initiation of Review of Status Designation) were edited according to staff feedback regarding actual process for the HDRB specifying which facades of the structure are primary facades when they designate contributing and significant structures.
14-5.2C.5 Exceptions	14-4.6D Exceptions	This section moved up one level in hierarchy because it applies more broadly. Content reflects ORDINANCE NO. 2023-27.
14-5.2D General Design Standards for All H Districts	14-4.6E General Design Standards for All Historic Districts	Per staff direction, all references to H districts are now spelled out as historic districts.
14-5.2D(2)(a) through (d)	14-4.6E.2.I Design and II Size and Location	Addition of heading is new. Design includes (D)(2)(a) and (b). Size and Location includes (c) and (d), with (d) split into several provisions.
14-5.2D(2)(c) and (d)	14-4.6E.2.II Additions, Size and Location	Definitions for façade and elevation have been updated to provide greater detail and edits have been made to the text of this section to reflect current practice, which relies on defining primary facades rather than elevations. No change in practice is proposed at this time.
14-5.2D(2)(e) The height of additions	14-4.6E.2.III.b Height	Change from the current text, which distinguishes between one- and two-story additions. New text matches current practice.
14-5.2D(3) Remodeling to Increase Height; Rooftop Appurtenances	14-4.6 E.2.IV.b Remodeling to Increase Height	Text added based on staff edit and to reflect current practice.
14-5.2D(3) Remodeling to Increase Height; Rooftop Appurtenances	14-4.6 E.2.V Rooftop Equipment	Split (D)(3) into two subsections, and changed Rooftop Appurtenances to Rooftop Equipment.
14-5.2D(4) Porches and Portals	14-4.6 E.3 Porches and Portals	Clarification added that existing porches and portals on significant, or landmark structures, and those on the primary facades of contributing structures, shall not be permanently enclosed.
14-5.2(D)(2)	14-4.6E.3(c)(1)	Specifies that all facades on a significant structure are primary facades
14-5.2D(5) Windows, Doors, and Other Architectural Features	14-4.6 E.4Windows, Doors, and Other Architectural Features	Provision b is new. It adds a requirement that window depth and other characteristics of window and door fenestration be preserved.
14-5.2D(6) Roofs	14-4.6 E.5 Roofs	Carried forward without change.
14-5.2D(7) Surface Cleaning	14-4.6 E.6 Surface Cleaning	Carried forward with minor copy edits.
14-5.2D(8) Archaeological Resources	14-4.6 E.7 Archaeological Resources	Carried forward with additional text, and cross-references.
14-5.2(D)(9) Height, Pitch, Scale, Massing and Floor Stepbacks	14-4.6F Height, Pitch, Scale, Massing and Floor Stepbacks	Section has been moved up one heading level, but otherwise carried forward with only minor copy edits. (ii) Project Types renamed II. Streetscape Standards.
	14-4.6G Additional District-Specific Design Standards	This is a new heading. Individual historic districts have been carried forward, but reorganized alphabetically.
14-5.2E Downtown and Eastside Design Standards	14-4.6G.2 Downtown and Eastside Design Standards	Carried forward with edits as recommended by staff. Provisions I and II are new. Provision I describes the architectural character of the Site and Provision II requires that new construction and changes are "generally required" to be in the Pueblo-Spanish Revival, Territorial-Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style". The descriptions of old and recent Santa Fe style are removed and replaced with physical categories including walls, roof, building

		materials, etc. This section is re-written, including specific permissions and limits, such as height limits for fences, 80 percent coverage for plaster, and a requirement for tree preservation.
14-5.2F Historic Review District	14-4.6G.3 Historic Review District	Provision II.a 3 makes changes to permitted colors. Provision II.b.2 modifies requirements to solid wall space; II.c.1, restricts increase of parapet to 2 feet to screen solar equipment, II.d restrictions on cantilevers are extended to beams, plates, or other projection from a wall.
14-5.2G Historic Transition District	14-4.6G.4 Historic Transition District	Adds description of architectural character of district. Requires new buildings and alterations to be in bungalow style or the Pueblo-Spanish Revival, Territorial Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style". Provision III Changes standards to apply to all buildings, not just publicly visible portions of structures. Removes provisions regarding "size, map and shape". Provision II.a.1 allows walls to be more than 80 percent wood; II.d limits fence and wall height, and II.f makes changes to permitted colors, removing the exclusion of chocolate brown and yeso.
14-5.2H Don Gaspar Area Historic District	14-4.6G.1 Don Gaspar Area Historic District	Description of "architectural character" for the district added, describing the state of the district in 2025. Specifies that construction is required to be in "Bungalow style or the Pueblo-Spanish Revival, Territorial Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style." but walls may no longer be made of slump block, the description of permitted colors of walls have been updated, and roofs of new buildings Must be consistent in shape with fifty percent of existing buildings in the streetscape. Roof colors and finishes are specified as earth-tone colors including grays, browns, and reds; wood shingle, asphalt, true standing-seam (non-reflective), and red clay tile roofs. Enamelized metal roofs are limited to non-contributing buildings, so long as the roof profile is that of a standing-seam roof and is non-reflective. Limits increases to parapets to screen appurtenances, including solar, to two feet. Specifies new height limitations for yard walls and fences. Adds requirement to retain certain trees and alleys.
14-5.2I Westside-Guadalupe Historic District	14-4.6G.5 Westside-Guadalupe Historic District	Adds description of architectural character; limits the limitation on yard wall materials to publicly visible walls and fences rather than all walls and fences. Prohibits "unstuccoed concrete block, unstuccoed concrete, chain-link, metal wire, or similar materials are prohibited in front yards" rather than when not in the "street frontage." Limits wall and fence heights and colors. Removes public view limitation on application of standards in district. Disallows parking in required front yards. Carried forward with minor edits as recommended by staff.
14-5.2J Creation of Historic Districts	14-2.1G.2 Creation of New Historic Overlay	See 14-2.1G.2 Creation of a New Historic Overlay District
14-5.2KHistoric Compounds	14-4.6H Historic Compounds	H.5, Survey, Recommendation, Approval of Historic Compound Register and Effective Date, provision III:

		requirement for mailing changed from certified to first class mail.
14-5.2L Landmarks	14-4.6I Landmarks	I.1.I and II: requirement for mailing changed from certified to first class mail.
14-5.2M State Capital Outlay Projects	14-4.6J State Capital Outlay Projects	Carried forward with minor copy edits.
14-5.2N County and Santa Fe Public Schools Capital Outlay Projects	14-4.6K County and Santa Fe Public Schools Capital Outlay Projects	Carried forward with minor copy edits.
14-5.3 Archeological Review Districts	14-4.2 Archeological Review Districts	Relocated information from the Review and Approval Procedures Article, in Section 14-3.13, Archaeological Clearance Permits, to Section 14-5.3, Archaeological Review Districts. .
14-5.3 (A) through (C)	14-4.2A through C	These sections carried forward with minor copy edits.
14-5.3 (D) Archaeological Clearance Permit Required	14-4.2D Archaeological Clearance Permit Required	Content in this section was relocated from 14-3.13, where information was not strictly procedural.
14-5.3 (D) Archaeological Clearance Permit Required	14-4.2D.1.III, Permit Required / Downtown Review District	Requires a permit when there is ground disturbance within 25 feet of a known archaeological site.
14-5.3 (D) Archaeological Clearance Permit Required	14-4.2D.4, Permit Required / Utility Mains	Length of disturbance has been changed in each subdistrict. Change is proposed due to construction delays caused by discoveries. Archeological clearance will be adequate to protect discoveries without causing undue delay and overburdening resources. Historic downtown: from 60 to 50 feet. River & trails: from 550 to 100 ft. Suburban: from 550 to 200 ft.
14-5.4 Arts and Crafts District	14-4.3 Arts and Crafts District	Carried forward subject to minor copy edits.
14-5.5 Highway Corridor Protection Districts	14-4.5 Highway Corridor Protection Districts	These have been reorganized alphabetically in the draft.
14-5.5(A) SCHC South Central Highway Corridor Protection District	14-4.5D SCHC South Central Highway Corridor Protection District	Carried forward subject to minor copy edits.
14-5.5(B) CRHC Cerrillos Road Highway Corridor Protection District	14-4.5B CRHC Cerrillos Road Highway Corridor Protection District	Carried forward with some reorganization of information to reduce repetition. B.5.III.b, Setback from Cerrillos Road: This provision was confusing to staff, as it referred to setbacks for "other front yards." Since there is only one front yard, this was changed to refer to the setback distance for side yards on corner lots.
14-5.5(C) Airport Road Overlay District	14-4.5A Airport Road Overlay District	Removed all regulations related to the limitations on sale of alcohol [(C)(12)] in this overlay. Requires trees to be integrated into and irrigated by stormwater infrastructure.
14-5.5(D) Midtown Local Innovation Corridor (Midtown LINC) Overlay District	14-4.5C Midtown Local Innovation Corridor (Midtown LINC) Overlay District	Carried forward without substantial changes in Phase 1.
	14-4.6 Historic Districts	See above 14-5.2.
14-5.6 Escarpment Overlay District	14-4.4 Escarpment Overlay District	Content has also been re-organized with additional headings/subheadings to make navigation easier. An additional height calculation provision is added regarding stepped rooflines.

		Increased minimum distance of trees from each structure five to ten feet. Substitutes bench requirements based on building square footage with linear distance on Airport Road. Provides more flexibility to address street frontage landscaping Standards when frontage landscaping strip is of greater depth.
14-5.6 (A) Purpose and Intent	14-4.4A Purpose 14-4.4B Intent	Edits to remove general goals that apply throughout the City (promote health, safety, and welfare; preserve the value of land) and instead focus more narrowly on what the overlay is intended to accomplish.
14-5.6 (B) District Boundaries	14-4.4C District Boundaries	
14-5.6 (C) Development and Permit Approval; Required Submittals	14-4.4L Development and Permit Approval; Required Submittals	Condensed 14-5.6(C)(2) and (3), which said the same thing, for different types of development.
14-5.6 (D) Location of Structures; Buildable Site	14-4.4E Location of Structures, Buildable Site	14-5.6(D)(5) – Did not carry forward requirements for posted sign notice. Carried forward subject to minor copy edits.
14-5.6 (E) Subdivision or Resubdivision of Land; Multi-Family Dwellings	14-4.4D Subdivision or Resubdivision of Land	Carried forward subject to minor copy edits.
14-5.6 (F) Architectural and Site Standards	14-4.4F Architectural and Site Standards	Carried forward subject to minor copy edits. New provision specifying allowed stepped rooflines in the foothills subdistrict.
14-5.6 (G) Landscaping	14-4.4G Landscaping	Carried forward subject to minor copy edits. Trees must now be between 10 and 30 feet from walls of each structure, rather than between 5 and 30 feet.
	14-4.4HPermitted Trees	Carried forward subject to minor copy edits.
14-5.6 (H) Terrain Management	14-4.4I Terrain Management	Carried forward subject to minor copy edits.
14-5.6 (I) Utilities	14-4.4J Utilities	Carried forward subject to minor copy edits.
14-5.6 (J) Driveways/Access Alignments	14-4.4K Driveways/Access Alignments	Carried forward subject to minor copy edits.
	14-4.4L Development and Permit Approval; Required Submittals	Recommendation is to remove application specific information from the Code.
14-5.6 (K) Variances	14-4.4M Variance	
14-5.6 (L) Effective Date		Recommendation is to not carry forward.
14-5.7 PUD Planned Unit Development District	14-4.1A.2 PUD Planned Unit Development District	Existing content relocated to new subsection on the creation of new overlay districts.
14-5.8 RS Residential Suite Hotel/Motel Overlay District		Eliminated in Phase 1. This overlay has never been applied in Santa Fe.
14-5.9 ER Ecological Resource Protection Overlay District		Eliminated in Phase 1. This overlay has never been applied in Santa Fe.
14-5.10 Neighborhood Conservation Overlay Districts	14-4.1.A.2: Neighborhood Conservation	Section was proposed for elimination, but due to feedback, it has been restored in final draft.
14-5.11 West Santa Fe River Conservation Overlay Zoning District	14-4.7 West Santa Fe River Conservation Overlay Zoning District	Carried forward with minor reorganization to group similar information together.
14-6: Permitted Uses and Use Regulations	**Article 14-5 Use Regulations**	- Eliminated table notes from the Summary Table of Allowed Uses. -Changed "special use permit" to "conditional use."

		- Reorganized and recategorized uses; none have been consolidated or eliminated; new uses are highlighted yellow. -New permissions for existing uses are shown as green boxes in the Table. They are [insert here]. -Clarified the types of housing that are allowed and included use-specific standards to facilitate their construction. These use types were permitted in the City, but have been more specifically called out to minimize confusion.
14-6.1 Land Use Categories; Table of Permitted Uses	14-5.1 Use Regulations General Provisions	
14-6.1 (A) Land Use Categories	14-5.2.A Table Organization	
	14-5.2B Review and Approval of Unlisted Uses	New. Replaces blanket prohibition on unlisted uses other than when the land use director determines the use is included in an existing use category, in 14-6.1 (B)(6).
14-6.1 (B) Permitted and Prohibited Uses; Explanation of Table Abbreviations	14-5.2C Explanation of Table Abbreviations	Adds a temporary use category and abbreviation, "T".
14-6.1-1 Table of Permitted Uses	14-5.2D Summary Table of Allowed Uses (Table 05-1)	The name of the Table of Permitted Uses has been changed to the Summary Table of Allowed Uses and the following additions and changes have been made: Parks and Open Space (POS) is a new district, so all allowed uses in that district are new. Arts and Crafts (AC) zoning district has been eliminated. Group residential care facility (large or small, not correction) in new code is "permitted/ conditional approval" in all residential districts, current code requires special use permit in all residential districts. Ground level urban farm in new code is subject to use specific standard in residential and commercial districts. Roof level urban farm in new code is subject to use specific standards in residential districts. Religious, educational or charitable institution, in new code, is allowed with a conditional use permit subject to use specific standards in all residential districts except for R7-I. Old code prohibited religious, educational or charitable institutions in all residential districts, except R10-R29 with a special use permit. Police or fire station – in new code, permitted subject to use specific standards in all residential districts, plus MHP and RAC. Old code required special use permits for police and fire stations in all of those districts. Hospital heliport – new code allows only as accessory use and subject to use-specific standards in hospital zones. Old code permitted in Hospital Zone. In-home day care has been added to the residential category, permitted use categories have been retained, and a conditional use has been added for I-1. Daycare facilities (small and large and for children and adults) were separate categories in the old code; in the new code they are one category, Daycare. Human services established – in old code, special use permit required if located within 200 feet of residentially-zoned property unless a qualifying project is located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No.

		2016-39 § 3); new code removes that requirement in all places where human services establishments are permitted Doggie daycare is new use. Pet grooming is new use. Arts and crafts galleries and arts and crafts schools – in the old code, those two categories were separate. The new code combines them. In old code, in RAC they were the subject 3,000 square foot limit applies to specified uses in RAC district per Ord. No. 2014-31 § 11 under to 14-7.2(H). In the new code, they are subject to use specific standards in RAC instead. Also, in the old code, both facilities had hours of operation limited to 7 a.m. to 10 p.m.in MU districts. In the new code, they are subject to use specific standards in MU districts. Dance studios – in the old code, they were subject to 3,000 SF limit in RAC districts. In new code, they are subject to use specific standards. Film production is new Photography studio – old code limited hours of operation limited to 7 a.m. to 10 p.m. in MU and to 3000 SF in RAC, new code just limits to use specific standards in those districts Reception or event center is new Cannabis producer microbusiness in the new code is "P/C" instead of "P" where allowed Indoor and Outdoor cannabis producers were separated in the old code, combined in the new one. New code combines cannabis research facility and cannabis testing facility; they were separate in the old code. Commercial cannabis retailer – old code subject limited hours of operation limited to 7 a.m. to 10 p.m, new code just use specific standards. Brewery/ distillery etc. is new use. Commissary kitchen – old code required special use permit if located within 200 feet of residentially-zoned property unless a qualifying project located within the Midtown LINC Overlay District where otherwise permitted; new code does away with any conditional use requirement where allowed. Food truck, mobile food court, and outdoor dining are all new uses. Fast food/ drive through restaurants used to be permitted in BCD and MU districts in the old code, now they are prohibited in those districts. Campground/ RV park is new. Banks and credit unions – new code makes them subject to use specific standards in MU, in old code they were subject to limited hours of operation. Laboratory, research and testing – old code prohibited these in C1 and HZ zones, new code allows them in those zones without restrictions. Commercial recreation is new. Outdoor music is new. Theater/ live productions – old code made subject to size limit and hours limit in RAC and MU respectively, new code just directs to use specific standards.

		Seasonal sales is new. Anyplace where the table specified a restriction to under 3000 SF or hours limitations in RAC and MU districts, the new code just references use specific standards in the Code. Tire recapping and retreading – old code permitted in BCD, new code prohibits in BCD Warehouse and distribution is new. Wholesale operations of any size, in new code, are permitted in BCD subject to use specific restrictions. Old code prohibited them in BCD when over 3000 SF Utilities creates a new category of "all, not otherwise listed separately". Telecomm – referenced but no districts listed in the old code. Now telecom is included in the table and permitted everywhere except POS The following uses have been added (as discussed above, the additional housing types are not new, they are just being more explicitly allowed): Compound development, dwelling, live-work, dwelling, single-family attached, dwelling, duplex, dwelling, triplex, dwelling quadplex, tiny home, convent (as part of group living for boarding, dormitory, monastery), agricultural home occupation, farm stand, farmers' market, doggie daycare, boarding facility, pet grooming, film production, reception or event center, brewery, distillery, tasting room, winery, food truck, mobile food court, outdoor dining, campground or RV park, outdoor music, seasonal sales, warehouse and distribution, temporary mobile storage unit, temporary on-site contractor's office. Removes the ability to have principal use by special permit in industrial areas. Separates and distinguishes zones for permitted use for veterinary services and pet grooming. Two sizes of wholesale operations combined as one use type. The Utilities category is broken into types with different zoning permissions.
14-6.2 Use-Specific Standards	14-5.3 Use-Specific Standards	New use categories and subcategories were created, and some uses have been reorganized into these categories.
	14-5.3A General Standards	These provisions come from 14-6.3(A); and 14-6.3(B)(1), with edits.
	14-5.3B Residential Uses	Removes the unenforceable prohibitions on residential parking, including the prohibitions on parking any vehicle in the front yard setback within three feet from the front property line or blocking or partially or fully obstructing any sidewalk, public street, or other public right-of-way; and parking any vehicle on the side or back yard without being screened from view from the public right-of-way, such as by a wall or solid fence. The Update also adds a prohibition on the use of any vehicle as a receptacle for the storage of litter or refuse.
	14-5.3C.1 Household Living	This content came from 14-6.3(B)(2)(b)(i), (ii), and (iii); and 14-6.3(B)(2)(a). The Update adds a requirement for a person who conducts a home occupation and applies for a construction permit to demonstrate that the proposed construction does not violate any provisions of this subsection.

	14-5.3C.2 Accessory Dwelling Unit	This content came from 14-6.3(D)(1), Accessory dwelling unit. Proposes removing limitation that ADU cannot be taller than primary structure, and allowing full 26 feet of permitted height for ADUs. Removal of the provision, "nothing herein is intended to supersede private covenants or other restrictions;"
	14-5.3C.3 Compound Development	New use standards. This is a currently permitted use, but the standards governing its development are new.
	14-5.3C.4 Dwelling, Multi-Family	
14-6.2 (A)(1) Continuing Care Community	14-5.3D.1 Continuing Care Community	Moved under group living, residential uses.
	14-5.3D.2 Foster Care	New; creates City requirement for appropriate licensure by appropriate State agency.
14-6.2 (A)(2) Mobile Home, Permanent Installation	14-5.3C.8 Mobile Home, Permanent Installation	
14-6.2 (A)(3) Mobile Home Park	14-5.3C.10 Mobile Home Park	
14-6.2 (A)(4) Manufactured Home	14-5.3C.7 Manufactured Home	
14-6.2 (A)(5) Short-Term Rental	14-5.3C.12 Short-Term Rental	
14-6.2 (A)(7)	14-5.3C.5 Dwelling, Single-Family	
	14-5.3C.6 Home Occupation	Content from 14-6.2(D)(2) Adds requirement demonstrate that proposed construction does not violate any provisions of this subsection
	14-5.3C.11 Private Swimming Pool	New. Creates fencing and other requirements for in-ground and above ground pools with 2 feet or greater depth
	14-5.3C.13 Tiny Home	New.
14-6.2 (B) Public, Institutional, and Civic Uses	14-5.3F Civic, Public, and Institutional Uses	This section has been reorganized with new subheadings
14-6.2(B)(1) Cemeteries, Mausoleums and Columbariums	14-5.3F.1.I Cemetery, Mausoleum, or Columbarium	
14-6.2(B)(2) Residential Colleges and Universities	14-5.3F.2.I College or University, Residential	
14-6.2(B)(3) Hospitals	14-5.3F.4 Hospital	
14-6.2(B)(4) Human Services Establishments	14-5.3F.5.I Human Services Establishment	
14-6.2(B)(5) Sheltered Care Facilities	14-5.3D.6	Relocated to Group Living
14-6.2(B)(6) Public or Private Utilities	14-5.3I Utilities	Merged into new subsection for Utility uses
14-6.2 (C) Commercial Uses	14-5.3G Commercial Uses	Several new subcategories have been included to better organize uses. Section regulating the locations, hours, size, pedestrian access, sound amplification, planters and/or fencing, parking area use and conditional approval requirements for outdoor dining added.
14-6.2 (C)(1) Adult Entertainment Facilities	14-5.3G.11 Sexually-Oriented Business	Removed requirement for applications to be filed in triplicate and to be filed with accounts receivable.
14-6.2 (C)(2) Apothecary Shops or Pharmacies	14-5.3G.9.XII Pharmacy	
14-6.2 (C)(3) Flea Markets	14-5.3G.9.VI Flea Market	
14-6.2 (C)(4) Neighborhood Grocery Stores and Laundromats	14-5.3G.9.X Neighborhood Grocery Store or Laundromat	
14-6.2 (C)(5) Private Clubs and Lodges	14-5.3G.3.I Private Club or Lodge	Relocated to Commercial Uses

14-6.2 (C)(6) Personal Care Facilities for the Elderly	14-5.3D.5 Personal Care Facility for the Elderly	Relocated to Group Living
14-6.2 (C)(7) Vacation Time Share Projects	14-5.3G.6.I Vacation Time Share	
14-6.2 (C)(8) Veterinary Establishments	14-5.3G.1.IV Veterinarian	In Animal-Related uses subcategory
14-6.2 (D) Industrial Uses	14-5.3H Industrial Uses	
14-6.2(D)(1) Salvage Yard	14-5.3H.1 Automobile Salvage or Wrecking Yard, or Junkyard	
14-6.2(D)(2) Individual Storage Areas Within a Completely Enclosed Building 14-6.2(D)(3) Mini Storage Units	14-5.3H.2 Storage	This combines (2) Individual Storage Areas Within a Completely Enclosed Building and (2) Mini Storage Units under a single heading.
14-6.2(D)(4) Research, Experimental and Testing Laboratories	14-5.3G.7.III Laboratory, Research or Testing	This use is low impact and is relocated to commercial uses
14-6.2(E) Telecommunication Facilities	14-5.3I Utilities I.3Telecommunications Facilities	Combined under new subsection heading for Utilities. Substantial changes to this section have been made so that it complies with current federal requirements regarding timeframe allowed for review. As a result, ONLY requests for new facilities are subject to public hearings; ALL other requests are administrative decisions to be rendered in the 30, 60, or 90 day allowance, depending on type of request. Definitions have been added in §14-9.3 for new terminology (eligible facilities request, collocation, shot clock, etc.) Reorganized section content, and moved waiver review and approval criteria to variances.
14-6.2(E)(8) Waivers	14-2.1H.1.V Waivers for Utilities	Moved waiver review & approval criteria to variances.
14-6.2(F) Electric Facilities	14-5.3I Utilities I.1 Electrical Facilities	Combined under new subsection heading for Utilities. Reorganized section content.
14-6.2(F)(12) Waivers	14-2.1H.1.V Waivers for Utilities	Moved waiver review & approval criteria to variances.
14-6.2(F)(14) Public Notice	14-2.1F.6.III.d Scheduling and Notice of Public Hearing	Moved notice requirements to Utility Conformity Review procedure. waiver review & approval criteria to variances.
14-6.2(G) Underground Electric and Cable Utility Lines	14-5.3I Utilities I.2 Underground Electric and Cable Utility Lines	Combined under new subsection heading for Utilities Reorganized section content.
14-6.2(G)(4) Governing Body Waiver	14-2.1H.1.V Waivers for Utilities	Moved waiver review & approval criteria to variances.
14-6.2(H) Agricultural Uses	14-5.3E Agricultural Uses	Adds regulations for workers, structures, signs, and parking for agricultural home occupations.
14-6.2(H)(1) through (5)	14-5.3E.1 General Standards	Content carried forward with copy edits.
14-6.2(H)(6) Urban Farm, Ground Level 14-6.2(H)(7) Urban Farm, Roof Level	14-5.3E.8 Urban Farm, Ground or Roof Level	In §14-6.2(H)(6) and (7), the standards for ground-level urban farm and roof-level urban farm are identical, so they were combined here.
14-6.2(H)(8) Aquaculture , Aquaponics and Hydroponics	14-5.3E.3 Aquaculture 14-5.3E.4 Aquaponics	Split uses into separate entries with different and specific use-specific standards
14-6.2(H)(9) Farm Stand	14-5.3E.9 Farm Stands	
14-6.2(H)(10) through (12), (14), and (15)		These provisions were not uses, and so they've has been incorporated into the general standards for the Ag subsection.
14-6.2(H)(13) Composting	14-5.3E.5 Composting	Removes ability to have principal use by special permit in industrial areas.

14-6.2 (I) Cannabis Establishments	14-5.3G.4 Cannabis Establishments	
14-6.2 (J) General Provisions	14-5.2.A Summary Table of Allowed Uses	If it is to be retained, it might be better situated in the Administration and Procedures sections
14-6.3 Multiple Principal Uses; Accessory Uses or Structures	14-6.3A General Standards	
14-6.3 (A) Multiple principal Uses	14-5.3A.1	
14-6.3 (B)(1) Permitted Accessory Uses and Structures	14-5.3A.2 and Table 05-1	The general statement about accessory uses is covered in General Standards, while the uses themselves are now listed separately in the Summary Table of Allowed Uses (Table 05-1).
14-6.3 (B)(2) Permitted Accessory Uses and Structures	14-5.3.C.1 Accessory Buildings and Structures	Accessory and Temporary uses are included in the Summary Table Summary Table of Allowed Uses (Table 05-1), while standards are covered in C.1.
14-6.3 (B)(2)(a) Permitted Accessory Uses and Structures	14-5.3.C Household Living	Utility shed was listed separately in 14-6.3(B)(2)(a). In combining it with the broader Accessory Building or Structure use.
14-6.3 (C) Mobile Homes and Recreational Vehicles Prohibited as Accessory Structures	14-5.3.C.1 Accessory Buildings and Structures	
14-6.3(D)(2)(G) Standards for Specific Accessory Uses	14-5.3.C Household Living	Originally, this heading was Notice; Registration; Violations; Complaints; Variances; Appeals. We have split it up into various subsections. Variances and Appeals had no related content in the subsection, so those heading have been deleted.
14-6.4 Temporary Structures or Uses	14-5.3.A: General Standards	
14-6.4A Temporary Structures and Uses Allowed in All Districts	14-5.3A.3	
14-6.4B Mobile Home, Temporary Placement	14-5.3C.9 Mobile Home, Temporary Placement	No changes.
14-6.4C Temporary Structures Treated as Permanent Structures	14-5.3a.4	
14-7: Building Envelope and Open Space Standards and Measurements	**This information has been redistributed to various sections. See below.**	
14-7.1 General Rules of Measurement and Exceptions	14-3.5 Calculations, Measurements, and Exceptions	
14-7.1 (A) General Requirements	14-3.5A General Requirements	Carried forward with edits, except provision 3, which states "Each person engaged in the development of property , and the owner of property that has been developed or that is under development , shall comply with the applicable standards of Chapter 14 and provide documentation of compliance to the land use director as necessary to verify compliance.". This is generally true, and does not need to be repeated.
	14-3.5B Density	14-7.2(B), with edits for concision. Including this information in a section of content that is generally applicable to residential zoning districts allows for elimination of Table Notes 2 and 11.
14-7.1 (B) Dimensional Calculations	14-3.5C Lots 14-5.3F Other Dimensional Calculations (Structure Perimeter, Slope Measurement, Building Frontage, Floor Area Ratio)	

14-7.1 (C) General Height Standards	14-3.5E Building Height	
14-7.1 (D) Required Yards	14-5.3D Setbacks	The current code uses both the terms setbacks and yards interchangeably. For clarity and consistency, this draft uses only the term setback.
14-7.1 (E) Separate Regulations for Properties in Escarpment Overlay District		Did not carry forward. There are also separate regulations for properties in the Historic Districts, BCD, and other districts and overlays. No need to call out only this one.
14-7.1 (F) Visibility at Driveways and Yards	14-3.5.G Clear Vision Area	Renamed from Visibility at Driveways and Yards
14-7.2 Residential Districts	14-3.1 General Provisions	
14-7.2 (A) Table of Dimensional Standards	Article 14-3 Zoning Districts	ALL of the information in these tables, including Table Notes content, has been incorporated in to the respective zoning district in Article 14-3.
14-7.2 (B) Calculation of Allowable Dwelling Units	14-3.5B Density	See above, Calculation, Measurements & Exceptions.
14-7.2 (C) Lot Area Averaging in Single-Family Subdivisions	14-3.5C Lots	Addition of provision regarding multi-family development. The intent is to eliminate the repetition of information in each table, and eliminate Table Note 3.
14-7.2 (D) Minimum Yard Requirements		Because R-10 through R-29 now have standard setback requirements that no longer require a development plan for approval, this section has not been carried forward.
14-7.2 (E) Increase in Maximum Height in R-21 and R-29 Districts	14-3.2F, Table Note 5	
14-7.2 (F) Increase in Maximum Density in R-12, R-21, and R-29 Districts		This provision is not carried forward. These districts are now proposed to allow the density indicated by the numeral in their names by right and not require approval by the Planning Commission for anything over 10 Dwelling units per acre.
14-7.2 (G) Increase in Maximum Density in RR District	14-3.2B Rural Residential District	
14-7.2 (H) Maximum Nonresidential Use Area in RAC District	14-5.3 Use-Specific Standards	This is now covered in use-specific standards, where it applies to a given use.
14-7.2 (I) Mobile Home Park Standards	14-5.3C.10 Use Specific Standards	Combined 14-7.2(I) with the existing use-specific standards for Mobile Home Park
14-7.3 Nonresidential and Mixed-Use Districts	14-3.3(B) Mixed Use Districts	Combined 14-7.3 with 3.3.
14-7.3 (A) Table of Dimensional Standards		ALL of the information in these tables, including Table Notes content, has been incorporated in to the respective zoning district in Article 14-3.
14-7.3 (B) Additional Regulations	14-3.3B Mixed Use District 14-3.4.A Business and Industrial Park	(B)(1) relocated to Mixed Use zoning district standards. (B)(2) relocated to Business and Industrial Park zoning district standards.
14-7.4 Business-Capitol District	14-3.3C Business-Capitol District	This content has been significantly reorganized to improve ease of use and readability, but no major changes have been made to the content.
14-7.5 Open Space Standards	14-7.4 Open Space	This section has been copy-edited and subject to minor re-organization, and some graphics have been included. Otherwise carried forward without major changes.
14-7.5(A) General Provisions	14-7.4A General Open Space Standards	Original provision (A)(3) replaced by 14-7.4B.1.II.a. (Table 14-7.2-1 has been eliminated). Provisions 3 and 4 come from Residential Open Space standards, 14-7.5(B)(1).
14-7.5(B) Residential Common Open Space Standards	14-7.4B.1 Common Open Space	

14-7.5(B)(1)	14-7.5B.1.I Intent	The first sentence has been carried forward with edits. The second and third sentences now appear as 14-7.4A.3 and .4.
14-7.5(C) Residential Private Open Space Standards	14-7.4B.2 Private Open Space	Most content is carried forward with headings/subheadings added, and minor copy edits to content. Private Open Space requirements are relocated to the residential zoning district tables.
14-7.5(D) Nonresidential and Mixed-Use Open Space Standards	14-7.4C Nonresidential and Mixed-Use Open Space	
14-7.5(D)(8) Additional Requirements in BIP, MU, and C-2 Districts	14-7.4D Additional District Specific Requirements	Carried forward with minor reorganization for ease of readability. Removed provision related to C-2 that indicated open space was not required for units above the ground floor. Per staff open space (common or private) must be provided for each unit, regardless of district or building configuration.
14-8: Development and Design Standards	**Article 14-7 Development Standards; Article 14-8 Design Standards**	**This section has been split into two sections: one for Design Standards, the other for Development Standards.**
14-8.1: General Provisions	14-7.1: General Provisions/14-8.1 General Provisions	
14-8.2: Terrain and Stormwater Management	14-8.2 Terrain and Stormwater Management	- This section has been reviewed, some sections re-ordered, and all content copy edited. Adds the requirement that a notice of intent (NOI) for the federal Storm Water Pollution Prevention Plan (SWPPP) is required for projects that disturb one acre or more. Control devices may be removed after a notice of termination is filed for projects that require a SWPPP. No major changes have been made to the content in this Phase 1, as no stakeholder input focused on changes needed to this section. Limits compacting fill slopes in lifts of no more than eight inches with the exception of the top four inches of the slope when required for seeding only. Requires existing grade below native trees and shrubs to be undisturbed throughout the dripline of the plant material and prohibits mounding of soil, fill dirt, organic material, or inorganic debris shall be abandoned under native plant canopies. Requires grading to conform to the approved grading plan. Prohibits mechanical or electrical equipment installation within a setback where there is less than five feet of clearance between the equipment, a structure, or a property line to facilitate proper drainage adjacent to structures. Allow a single cable strung between posts to be constructed in or across an arroyo, stream, or watercourse.

		Requires a financial guarantee in a form acceptable to the Planning and Land Use Director if planting is delayed until the next appropriate planting season. Adds Special flood hazard areas designated by FEMA on the Flood Insurance Rate Map (FIRM) to the list of items to submit for minor development. Added requirement that when a property or homeowners association assumes the responsibility for maintenance or upkeep of stormwater or other infrastructure, the association may not be disbanded without another party assuming the designated responsibility for repair and maintenance. Requires requests for a waiver from the standards to be processed by the Planning Commission as a variance.
14-8.3: Flood Regulations	14-8.3 Flood Regulations	This section has been carried forwarded and formatted, with copy edits to text and updates to cross-references.
14-8.3(A) Adoption of Special Flood Hazard Areas	14-8.3A Adoption of Special Flood Hazard Areas	
14-8.3(B) Applicability; Permit Required	14-8.3B Applicability; Permit Required	
14-8.3(C) General Provisions for Development in Special Flood Hazard Areas	14-8.3C Development in Special Flood Hazard Areas	Subheadings have been added, and the order of information has been reorganized. Terminology subsection (C.1) is new, as are the definitions for Zones A and AE. These could be relocated to §14-8.3, General Definitions; however, this section is the only place they appear in the code, so for convenience of users, they could be kept here.
14-8.3(D) Engineering Criteria	14-8.3D Engineering Criteria	Carried forward without change
14-8.3(E) Land Use and Development in Floodway	14-8.3E Land Use and Development in Floodway	Carried forward without change
14-8.3(F) Land Use and Development in Flood Fringe	14-8.3F Land Use and Development in Flood Fringe	Carried forward without change
14-8.3(G) Repair or Replacement of Legal Nonconforming Structures in the Special Flood Hazard Area	14-8.3G Legal Nonconforming Structures in the Special Flood Hazard Area	Content relocated to Nonconformities section in 14-1.13E
14-8.3(H) Amendment to FIRM	14-8.3H Amendment to FIRM	Provision H.2: requirement for mailing changed from certified to first class mail.
14-8.3(I) Warning and Disclaimer of Liability	14-8.3I Warning and Disclaimer of Liability	Carried forward without change
	14-7.2 Santa Fe Homes Program (SFHP)	See 14-8.11 below.
	14-7.3 Architectural Design Review	See 14-8.7 below.
	14-7.4 Open Space	See 14-7.5 above.
14-8.4: Landscape and Site Design	14-8.4: Landscape and Site Design	
14-8.4(A) Purpose and Intent	14-8.4A Purpose	Provisions 1.I and IV are new (heat island effect, and soil health). The second sentence of 1.II (native plants) is new.
14-8.4(B) Applicability	14-8.4B Applicability	
14-8.4(C) Compliance and Enforcement		See 14-7.5(J) below.

14-8.4(D) Landscaping Plan Submittal Requirements	14-8.4C Landscaping Plan Required	
14-8.4(E) Water Harvesting and Irrigation Standards	14-8.4D Water Harvesting and Irrigation Standards	
14-8.4(F) Plant Material Standards	14-8.4E Plant Material Standards	Provision 2.I; Allows Developments providing 100 percent affordable units one and one-half-inch caliper minimum deciduous trees. Provision 2.VIII: Requires gravel mulch used in public right-of-way to be washed and screened prior to site delivery; Provision 2IX: prohibits all impervious barriers in addition to plastic for weed barriers. Provision 2.X: temporary irrigation systems permitted. Provision 5.I.f: 3-year requirement for irrigation is new, per staff. Provision 5.VI: Requirement for irrigation is new, per staff.
14-8.4(G) Street Tree Standards	14-8.4F Street Tree Standards	Provision F.2.III: Changed from "may" to "shall" at staff direction. Provision 3.VII requires 15-foot distance between trees and stop signs. F.3 Minor reordering and copy edits.
14-8.4(H) Open Space Planting Requirements	14-8.4G Open Space Planting Requirements	Provision 4: Changed to add more detail to when allowance is permitted.
14-8.4(I) Parking Lots	14-8.4H Parking Lot Landscaping	Amended standards for perimeter and interior parking lot standards, including new standards for perimeter parking lot landscaping and lower threshold for applicability of interior parking lot landscaping requirements from 40 to 20 or more spaces. - Updated definition of parkway and planting strip, which was limited to parkways but in fact was also used in the context of parking lot landscape islands.
	14-8.4H.2 Applicability: Relocated provision I.7, renamed from Compliance to Applicability, and edited for clarity.	
14-8.4(I)(2), Perimeter Screening	14-8.4H.3: Perimeter Parking Lot Landscaping	This content is new, and replaces 14-8.4(I)(2), Perimeter Screening.
14-8.4(I)(3), Interior Parking Lot Landscape Requirements	14-8.4H.4 Interior Parking Lot Landscaping	Provision i: This is a change from (I)(3)(b), lowering the applicability threshold from 40 to 20 spaces.
14-8.4(I)(4) Stormwater Management	14-8.4H.5 Stormwater Management	Carried forward without change
14-8.4(I)(5) Pedestrian Circulation	14-8.4H.6 Pedestrian Circulation	Provision i: This is a change from (I)(5), lowering the applicability threshold from 40 to 20 spaces.
14-8.4(I)(6) Vehicle Overhang	14-8.4H.7 Vehicle Overhang	Provision 7.I: This is a change from (6)(a), that originally said a minimum depth of 5 feet. Provision H.3 above specifies a minimum width of 6 feet. Assuming this provision references how wide an island must be rather than the depth of planting material, this has been changed to be consistent.
14-8.4(I)(7) Compliance		Relocated to H.2 Applicability
14-8.4(I)(8) Display Lots and Flea Markets	14-8.H.8 Display Lots and Flea Markets	Carried forward without change
14-8.4(J) Screening and Buffering	14-8.4I Screening and Buffering	Provision 2.II.c: requires block walls to be constructed with an aesthetic block cap. New, per staff.

14-8.4(J)(4) Storage, Trash and Equipment	14-8.4I.4 Storage, Trash, and Equipment	Provision 4.I: Deleted "substantially" from "substantially visible" to eliminate vague, subjective requirement.
	14-8.4J Compliance and Enforcement	Relocated from 14-8.4(C), minus provision 1, which duplicated information already stated in applicability; did not need to be repeated.
14-8.5: Walls and Fences	14-8.5 Walls and Fences	A new section on fence materials incorporates the prohibition on barbed wire fencing from Chapter 23-1.5, and at staff suggestion, changes the approval authority for allowing barbed wire from Public Works to City Engineer.
14-8.5(A) Applicability	14-8.5A Applicability	
	14-8.5B Method of Measurement	New
14-8.5(B) Maximum Height of Retaining Walls and Fences	14-8.5C Maximum Height of Retaining Walls and Fences	
14-8.5(C) Additional Fence Regulations for Specified Nonresidential Uses	14-8.5C.4 Additional Fence Regulations for Specified Nonresidential Uses	Carried forward with minor copy edits.
	14-8.5D Fence Materials	New
	14-8.5E Fence Location	New
14-8.6: Off-Street Parking and Loading	14-7.5 Parking and Loading And 14-7.5J Off-street Bicycle Parking Requirements	- Relocated parking table, parking design standards, and bicycle parking requirements from the Chapter 14 Appendix and integrated that content into this section. -Business Capital District (BCD) is exempt from parking requirements in Table 7-4 - Included numerous options to allow greater flexibility in meeting or reducing on-site parking requirements and add detail to requirements for parking demand studies. - Because this Update proposes several ways to reduce on-site parking, the Update has "untied" bicycle parking requirements from the number of car parking spaces that must be provided. Bicycle parking requirements have been subject to substantial changes. - Including basic ADA requirements. - Requirements for provision of EV parking spaces. - Adds information re how to calculate vehicle parking and loading requirements 14-7.5E3 adds a section adding regulations for on-street parking. Allows on-street parking to be counted toward minimum number of required vehicle parking spaces. 14-7.5E4 Adds provision allowing off-site parking to contribute towards minimum parking requirements 14-7.5E5 adds provision allowing shared parking to contribute towards minimum parking requirements. Also allows land use board to or reduce total number of spaces for all uses (not just BCD) pursuant to a conditional use approval or development plan if the reduction is supported by a parking demand study. 14-7.5E6 allows reduction in required number of on-site parking spaces for proximity to transit and multi-modal infrastructure 14-7.5E8 allows reduction in required minimum parking for each permanent car share space

		14-7.5E9 required number of off-street parking can be reduced by 20% for developments that provides parking structures 14-7.5E10 allows parking in commercial parking facilities to co count towards 10% of total amt of required off-street parking 14-7.5E11 allows for 25% reduction in off-street parking requirements for affordable and senior developments 14-7.5F ADA Accessible Parking – adds requirement that medical facilities for mobility impairment and outpatient hospital care are required to provides a percentage of accessible-designated spaces. Also adds section on accessible space standards. 14-7.5G Adds section requiring EV charging spaces for new development and setting standards. Also adds Table 7-6 which provides minimum EV charging station requirements based on use and size of development. 14-7.5H1 Design and maintenance – removes a 20% limitation on cost of landscaping in parking and loading areas during remodeling. 14-7.5H2 Compliance – new section. Adds a list of types of projects for which design and maintenance standards apply to parking lots. The projects are projects on City-owned land, subdivision plats, development plans, master plans, and certain construction permits and conditional use approvals. For construction permits and conditional use approvals, this section applies to projects with an enclosed floor area of greater than 1000 SF, and for additions or remodeling of existing nonresidential and multi-unit structures where total cost of parking landscaping improvements exceeds 20% of the project's total cost 14-7.5I – removes specification for BCD. 14-7.5J Off-Street bicycle parking – replaces increase of intensity for bike parking by 25% with a certain triggers (increase in floor area, seating capacity, required parking spaces, are addition of dwelling units other than single-family homes.
14-8.7: Architectural Design Review	14-7.3 Architectural Design Review	Content has been carried forward with reformatting and minor edits. No major changes have been made in Phase 1. B. Applicability: Content here has been relocated from the Procedures section, originally 14-3.11(C)(1). E.1 Preliminary Review: Information that referenced paper-based review is eliminated, and the remaining content from that provision related to an itemized score sheet was combined with E.1.I. Specifies the timing of architectural review as part of the review of a development application or, where no

		application is required, as part of construction permit review
	Table 7-4 Vehicle Parking Requirements	Add some new uses to the minimum parking table: Adds one space per each 200 sf of net leasable area for all restaurants, as well as breweries, distilleries, and wineries Removed parking minimums for bowling allies, gyms, auditoriums, and private hobby schools
	Table 7-7 Required Bicycle Parking	Adds minimum long-term parking spaces as a requirement for a variety of types of uses. Also increases minimum number of required spaces for schools. Also alters some calculations for existing minimums. Removes hotel and standard ratios of bike to car spaces.
14-8.8: Supplementary Regulations for Retail Structures Thirty Thousand Gross Square Feet or Larger	14-7.8: Regulations for Retail Structures 30,000 Gross SF or Larger	This section has been carried forward without significant edits.
14-8.8(B)(2) Additions and Table 14-8.8-1	Table 7-8	The text of subsections 14-8.8(B)(2) and (3) in Table 14-8.8-1 repeat the same information. The subsections have therefore been combined, and retained in the Table 07-08, with the following changes: integration into the street network was required for the addition of 10 percent and now is only for 25% of value; integration into street network is added and is applicable to 25% remodeling value; removes "number of spaces"; previously public transit and outdoor storage were applicable for 10 percent additions; screening was previously not applicable to 5% additions. which corresponds to Table 14-8.8-1 to describe applicable requirements.
14-8.8(B)(3) Remodeling and Table 14-8.8-1	Table 7-8	The text of subsections 14-8.8(B)(2) and (3) in Table 14-8.8-1 repeat the same information. The subsections have therefore been combined, and retained in the Table 07-08, which corresponds to Table 14-8.8-1 to describe applicable requirements.
Table 14-8.8-1		The original Table 14-8.8-1 in Chapter 14 has a row entitled Number of Spaces (§147-68.8(E)(5)(c)); however, in the content of the section, there is no such provisions. Subsection 5 only has an (a), Screening, and (b), Surface Parking. Did not carry forward table entry.
14-8.9: Outdoor Lighting	14-8.6 Outdoor Lighting	- Added definitions for light trespass & glare. - Made minor updates to existing standards to align with NM Night Sky Protection Act. - Eliminates allowance for high- and low-pressure sodium lamps and mercury vapor. Added LED as permitted lamp type. Lowered permitted incandescent watts to 160 from 150. - Added method of measurement.
14-8.9(A) Purpose	14-8.6A Purpose	Carried forward without edits.
14-8.9(B) Applicability and General Provisions	14-8.6B Applicability	
14-8.9(C) Submittals	14-8.6F Submittals	
14-8.9(D) General Standards	14-8.6C General Standards	
	Table 8-1	Reduced wattage for lighting types (Fluorescent, quartz-halogen, incandescent) from 160 to 150 watts to comply with NM Night Sky Protection Act.
14-8.9(E) Maximum Illumination Standards	14-8.6D Maximum Illumination Standards	Carried forward with minor copy edits (Commercial is now Nonresidential).

	14-8.6E Method of Measurement	New.
14-8.9(F) Maintenance	14-8.6G Maintenance	Carried forward without edits.
14-8.9(G) Further Restrictions	14-8.6H Further Restrictions	Changed general reference from "the city" to the Planning and Land Use Director.
14-8.10: Signs	14-7.6: Signs	Edits to this section focused on eliminating illegal, content-based regulation, including discriminatory regulations preferring speech regarding home sales, general contractors, professionals, and elections over all other speech. Add size limits and removed "tablets" from memorial signs in Historic Districts. Removed out of date reference to historic style committee.
14-8.11: Santa Fe Homes Program (SFHP)	14-7.2: Santa Fe Homes Program	This section has new affordability housing incentives. - Updates have been incorporated to allow a higher level of density bonus and other incentives for providing additional SFHP units, dependent on zoning district. -For calculating density bonus, the allowance to round down if the result is other than a whole number and the fractions is 0.49 or less has been eliminated. The proposal is that any fraction should be rounded up.
14-8.11(A) Authority	14-7.2A Authority	Combined 14-8.11(A) and 14-8.11(B) since they both reference the same document.
14-8.11(B) Adoption of SFHP		Same reference as above. Combined with 14-8.11(A)
14-8.11(C) Responsibilities	14-2.2H: Planning and Land Use Director	Moved this content to the section that describes the duties and responsibilities of the Planning and Land Use Director.
14-8.11(D) Applicability	14-7.2B Applicability	Re-organized content. Also adds provision stating that an applicant may opt to comply with SFHP requirements in order to receive the benefits for any residential project. This addition resolves an issue wherein properties subject to annexation or other written agreements, which contain their own affordable housing requirements, prior to 2005, are not allowed to participate in SFHP. This change would allow developers to comply with the affordable housing requirements in any applicable written agreement and also have the opportunity to participate in the SFHP.
14-8.11(E) Presubmittal Conference, SFHP Proposals and Agreements	14-7.2C Pre-submission Conference, SFHP Proposal, and Agreement	Carried forward without change.
14-8.11(F) Santa Fe Homes Program Requirements	14-7.2D Santa Fe Homes Program Requirements	Carried forward with minor reorganization.
14-8.11(G) Development Incentives	14-7.2E Standard Development Incentives	Change to (G)(1)(a) / E.1.l . This section specifies that, to get the bonus, all on-site units must be provided. Also adds incentive of reduced fees for development review and permit fees in proportion to "two times the percentage of for-rent unties or manufactured home lots offered as SFHP units"
	14-7.2F Enhanced Affordability Incentives	New Enhanced Affordability Incentives allow a higher level of density bonus and other incentives for providing additional SFHP units.
14-8.11(H) Enforcement	14-7.2G Enforcement	Carried forward without edits.

14-8.11(I) Appeals	14-7.2H Appeals	Carried forward without edits.
14-8.12: Relocation of Gunnison's Prairie Dogs	14-8.7 Relocation of Gunnison's Prairie Dogs	The order of information in the section content has been changed, but otherwise, this content has been carried forward subject only to minor edits.
14-8.12(A) Purpose and Intent	14-8.7A Purpose	Changed from "Purpose and Intent" to just "Purpose" aligned with structure elsewhere in draft; minor copy edits to text.
14-8.12(B) Applicability	14-8.7B Applicability	Second clause regarding cost of relocation has been relocated to 14-7.10F.V, Relocation Costs.
14-8.12(C) Exemptions	14-8.7C Exemptions	Carried forward without edits.
14-8.12(D) Appeals	14-8.7H Appeals	Carried forward without edits.
14-8.12(E) Violations and Penalties		This is generally true, stated in General Provisions, and does not need to be repeated in each section of the code.
14-8.12(F) City-Approved Lands	14-8.7D City-Approved Lands	Carried forward without edits.
14-8.12(G) Certified Trappers/Relocators	14-8.7E Certified Trappers/Relocators	Carried forward with minor copy edits.
14-8.12(H) General Requirements	14-8.7F General Requirements	Carried forward with minor copy edits, and the addition of the second clause from the Applicability statement in 14-8.12(B).
14-8.12(I) Additional Requirements	14-8.7G Additional Requirements	Carried forward with minor copy edits.
14-8.13: Development Water Budgets	14-7.7 Development Water Budgets	- Carried forward with information reorganized and some headings changed. - Eliminated references to Water Conservation Credit Program because it no longer exists; updated to reference Water Bank.
14-8.14: Impact Fees	14-7.9: Impact Fees	Carries forward current 14-8.14, with edits from staff. Added submittal requirements for impact fee evaluations. References statutory provision for amending the service areas for impact fees.
14-8.15: Dedication and Development of Land for Parks, Open Space, Trails and Recreation Facilities	14-6.3: Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities	This section has been copy-edited and subject to minor re-organization, but otherwise carried forward without major changes.
14-8.16: School Requirements	14-2.1B.4.II.e	Because this section deals with notice, it has been relocated to a subsection of Common Review Procedures / Scheduling and Notice of Public Hearings.
14-9: Infrastructure Design, Improvement, and Dedication Standards	**14-6 : Infrastructure Design, Improvement, and Dedication Standards**	**no substantial changes have been made to these sections.**
14-9.1: General Purpose and Applicability 9.1A Purpose 9.1B Applicability	14-6.1 Purpose 14-6.2 Applicability	Sections carried forward with minimal copy editing.
14-9.2: Street Improvement and Design Standards	14-6.5: Street Improvement and Design Standards	Pursuant to staff indicating that this section may be updated as a separate project, this content has been carried forward subject to copy-editing, but without major changes included.
14-9.3: Block and Lot and Design Standards	14-6.6: Block and Lot and Design Standards	The section has been modified to remove the following paragraph about blocks: (5) Pedestrian crosswalks shall not be permitted, except where the planning commission finds that they are essential to provide circulation or access to schools, parks, playgrounds, shopping areas, transportation and other public facilities and, if required, their location and

		width shall be as the planning commission requires to serve these purposes. And the following paragraph about lots: "Depth, width, area and shape of sites or lots shall be adequate, as determined by the planning commission, to allow development in accordance with the applicable standards of Chapter 14, including the provisions of this article for the district in which the subdivision is located." With this paragraph about lots "To the maximum extent possible, the configuration of lots, resulting from the relocation of existing property lines or the creation of new lots through subdivision, shall be regular in shape, typically rectangular, with exception possible for topographical constraints or natural obstructions."
14-9.4: Utility and Storm Drainage Improvement and Design Standards	14-6.7: Utility and Storm Drainage Improvement and Design Standards	There is currently no content in this section. Standards related to utilities and stormwater drainage design will be covered in the forthcoming "Public Infrastructure Development Standards" manual.
14-9.5: Infrastructure Dedication, Completion, and Guarantees	14-6.4: Infrastructure Dedication, Completion, and Guarantees	Content carried forward with minimal edits.
14-9.6: Standards for Inheritance or Family Transfer Subdivisions	14-6.8: Inheritance or Family Transfer Subdivisions	The content in this section has been carried forward subject to copy-editing, but without other major changes.
14-10: Nonconformities	**14-1.13: Nonconformities**	**Content carried forward with edits as noted below. More significant changes are:** ▪ **Decreasing period of inactivity for re-establishment of a nonconforming use from 365 days to 180 days.** ▪ **Removing prohibition against creation of accessory dwelling unit when single-family dwelling is a nonconforming use.**
14-10.1: General Provisions	14-1.13A	
14-10.1 (A) Purpose and Intent	14-1.13A.1 Purpose	Carried forward without change.
	14-1.13A.2 Conflicting Provisions	Provision is new in this location, but the concept of the most restrictive standard prevailing in case of conflict is already in the LDC. See §14-1.8.
14-10.1(B) Construction in Progress	14-1.13A.3 Authority to Continue	Change in heading to reflect that this provision addresses more than "Construction in Progress".
14-10.1(C) Determination of Nonconformity Status	14-1.13A.4 Determination of Nonconformity Status	Added this clause, clarifying that the burden of proof for establishing legal nonconforming status rests with the applicant or property owner. This is standard practice in cases of establishing legality of nonconformity.
14-10.1(D) Change of Tenancy or Ownership	14-1.13A.5 Change of Tenancy or Ownership	Content carried forward without change.
14-10.2: Legal Nonconforming Uses	14-1.13B Legal Nonconforming Uses	
14-10.2A No Increase in Nonconformity	14-1.13B.1 No Increase in Nonconformity	Content carried forward with minor copy edits.
14-10.2B No Relocation on Parcel	14-1.13B.2 No Relocation on Parcel	Content carried forward without change.
14-10.2C Termination of Nonconforming Use	14-1.13B.3 Termination of Nonconforming Use	Reduced period of inactivity for re-establishment of a nonconforming use from 365 days to 180 days. Requires any government enlargement or intensification of a non-conforming use to obtain a conditional use

		permit rather than just "significant" intensifications and enlargements.
14-10.2D No Additional Structures	14-1.13B.4 No Additional Structures	Content carried forward without change.
14-10.2E Change of Use	14-1.13B.5 Change of Use	Content carried forward without change.
14-10.2F Exception for Single-Family Dwellings	14-1.13B.6 Exception for Single-Family Dwellings	Removed provision 4 regarding the prohibition against creation of accessory dwelling unit when single-family dwelling is a nonconforming use.
14-10.3: Legal Nonconforming Structures	14-1.13C Legal Nonconforming Structures	
14-10.3A No Increase in Nonconformity	14-1.13C.1 No Increase in Nonconformity	Content carried forward with minor copy edits.
14-10.3B Reduction in Nonconformity	14-1.13C.2 Reduction in Nonconformity	Content carried forward without change.
14-10.3C Substantial Destruction of Legal Nonconforming Structure	14-1.13C.3 Substantial Destruction of Legal Nonconforming Structure	Content carried forward without change. However, in Phase 2, this provision could be updated to use a different, more easily verified threshold than 66 2/3 percent destruction.
14-10.3D Relocation of Legal Nonconforming Structure	14-1.13C.4 Relocation of Legal Nonconforming Structure	Content carried forward without change. However, in Phase 2, this provision should address what happens if the structure is relocated on the same lot.
14-10.3ERepairs and Alterations	14-1.13C.5 Repairs, Maintenance, and Alterations	Content carried forward without change.
14-10.3F Exception for Single-Family Dwellings	14-1.13C.6 Exception for Single-Family Dwellings	Content carried forward without change.
14-10.4: Legal Nonconforming Lots of Record	14-1.13D Legal Nonconforming Lots of Record	
14-10.4A Use of Legal Nonconforming Lot	14-1.13D.1 Use of Legal Nonconforming Lot	Structure re-organized; content carried forward without change.
14-10.4B Adjoining Lots	14-1.13D.2 Adjoining Lots	Structure re-organized; content carried forward with minor copy edits.
14-10.4C Combination of Lots	14-1.13D.3 Combination of Lots	Content carried forward without change. However, in Phase 2, this provision should be reviewed. Why would combining a lot of 1,900 sq ft or less into a larger lot not be allowed, if the expansion makes it of a size that conforms with Chapter 14 requirements?
14-10.5: Legal Nonconforming Structures in Special Flood Hazard Areas	14-1.13E Legal Nonconforming Structures in Special Flood Hazard Areas	Relocated from 14-8.3(G) so all content on nonconformities is in the nonconformities section. This was originally a single statement with a cross-reference to the content in 14-8.3(G). We moved the cross-reference to that section, and the content from the section here.
14-10.6: Nonconforming Residential Condominiums	14-1.13F Nonconforming Residential Condominiums	
14-10.6A Applicability	14-1.13F.1 Applicability	Content carried forward without change.
14-10.6B Density Exception for Constructed Condominium Units	14-1.13F.2 Density Exception for Constructed Condominium Units	Content carried forward without change.
14-10.6C Unconstructed Condominium Units	14-1.13F.3 Unconstructed Condominium Units	Content carried forward without change. Do such development rights ever expire? This is referring to an entitlement granted over a decade ago. Still valid?
14-10.6D Condominium Units Owned by the Original Declarant	14-1.13F.4 Condominium Units Owned by the Original Declarant	Content carried forward without change.
14-10.6E Condominium Units Constructed without Required Permits	14-1.13F.5 Condominium Units Constructed without Required Permits	Content carried forward without change.
14-10.6F Applicability of Other Regulations	14-1.13F.6 Applicability of Other Regulations	Content carried forward without change.

14-11: Enforcement	14-1.12: Enforcement	Content carried forward with minimal edits
14-11.1: Compliance with Chapter; Questions	14-1.12A Compliance with Chapter; Questions	Content carried forward without change.
14-11.2: Enforcement Officer	14-1.12B Enforcement Officer	Content carried forward without change.
14-11.3: Enforcement Procedures	14-1.12C Enforcement Procedures	Provision C.2: requirement for mailing changed from certified to first class mail.
	14-1.12D Violations	New section. This new section restates what is already accepted practice in Santa Fe; however, there appears to be no language explicitly on point describing what constitutes a violation of the LDC. There are fragmented notes about violations in specific sections (e.g., impact fees), but having this stated once here will allow those various disparate regulations to be deleted.
14-11.4: Remedies and Penalties	14-1.12E Remedies and Penalties	This section has been copy-edited. Provision E.3.III: requirement for mailing changed from certified to first class mail. Provision E.3.IV, Administrative Hearing section: change is that a person who receives a citation may pursue a hearing in civil court of the city does not have or cannot appoint a hearing officer to resolve the administrative hearing request.
14-11.4(D) 14-1.11F Revocation of Approvals	14-1.12F Revocation of Approvals	F.1.I and II: requirement for mailing changed from certified to first class mail.
14-11.5: Enforcement of Santa Fe Homes Program Outside the City Limits	14-1.12G Enforcement of Santa Fe Homes Program Outside the City Limits	Clarification added that this only applies outside city limits if a development project has entered into and SFHP agreement.
14-12: Definitions	**14-9.2 Use Definitions** **AND** **14-9.3 General Definitions**	▪ Definitions have been carried forward, with the following edits: ▪ New definitions : bank or credit union; bar, cocktail lounge, nightclub; children's play area and play equipment; charitable institution; commercial parking lot or garage; compound development; conference or extended stay lodging facility; demolition; demolition by neglect; doggie daycare; dwelling, duplex; dwelling, live-work; dwelling, quadplex; dwelling, single-family attached (townhome); dwelling, triplex; egress; electric vehicle charging station; elevation (of a structure); eligible facilities request (EFR); eligible support structure; farmers' market; film production; fire station; gas station; garage, private; hair salon or barber shop; health care and extended care facilities; historic or historical; historic district; historic material; hospital heliport; in-kind; ingress; in-home day care; intensification; laboratory, research or testing; lintel; long-term bicycle parking; lodging uses; medical or dental office or clinic; monestary or covenant; mutin; neighborhood grocery store; neighborhood or community center; office equipment sales and service; office supply sales; parapet; pediment; pergola; pet grooming; photography studio; picket fence; police or fire station; preschool; reception or event center; recreation and entertainment uses; religious, educational, or charitable

		institution; rehabilitation; renewable energy facility; repair; ▪ Definition of boarding house modified to no longer require owner occupation and expanded to "boarding, dormitory, monastery or convent"; caliper definition expanded to include diameter at breast height; added RV Park to term previously defined as campground; replaces child day care facility with day care facility and expands the definition to include adult day care; removes definition for clinic and its limitations on the number of beds and practitioners in favor of "medical or dental office or clinic"; dwelling unit, multiple family is now "dwelling unit, multi-unit"; adds second meaning to "excavation; defined "convalescent, skilled nursing, or rehabilitation care facility" to have the same definition as "extended care facility"; differentiates large group residential care facilities from small (previously "limited") and correctional residential care facilities; expands definition of kennel to include boarding facility; expands on the definition of personal care establishment; adds apothecary to pharmacy; expands definition of planting strip to include the area between a curb and sidewalk; restaurant, fast service/take-out; restaurant full service; seasonal sales; self-storage units; service and repair garage, including gas station; short-term bicycle parking; shot clock; slump block; small cell facility; springline; tailoring or alteration shop; temporary mobile storage unit; termporary on-site contractor's office; theatre, live productions; tiny home; tire recapping and retreading; transit tranfer facility; trellis; trombe wall; wireless communications facility; ▪ Related terms have been grouped under categorical terms, for example "adult arcade" is placed under "sexually oriented business" along with adult bookstore, etc. ▪ Removes definitions for adult news rack, Filling station, group home, mini-storage units; Motel; nightclub; religious assembly; religious institution; repair garage; residential suite hotel or motel; salvage yard; specified anatomical areas; specified sexual activities; and subdivide.

SANTA FE, NEW MEXICO

Land Development Code

Assessment Report

September 2023

SANTA FE
LAND DEVELOPMENT CODE

CITY OF SANTA FE

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LDC Update Assessment Report September 2023

1: Project Overview

The City of Santa Fe has begun a major project to review and rewrite the City's Land Development Code (LDC), which is officially Chapter 14 of the municipal code. The LDC guides how new development and redevelopment may occur in Santa Fe and thus is an important tool for establishing and maintaining the City's physical character. The LDC establishes zoning districts for different areas of the city, identifies allowed land uses within those districts, sets development and design standards to ensure that development is of high quality, and lays out procedures for considering and approving development applications.

The overall goal of this multi-phase project is to prepare and adopt a new LDC that better supports contemporary planning and land use practices through clear and consistent regulations that are easy to understand and simple to administer.

The project will involve a comprehensive review of regulations that have been amended at various times over the past decades. The update will help ensure that future development aligns with the community's needs and desires for future growth. The new LDC also will be an important tool for implementing the Santa Fe General Plan, which will be updated through a separate concurrent project over the next two years.

The City of Santa Fe Land Use Department is leading this multi-phase project, working with Clarion Associates, a Denver-based land-use consulting firm.

Project Phases

The three stages of this project will include:

Phase 1 – LDC Foundations (2023-2024)

The first phase kicked off in February 2023 and will continue through the fall of 2024. This phase (which includes this report) will focus on improving the organization, clarity, and general user-friendliness of the LDC. This phase will result in adoption of a new LDC that carries forward much of the intent of the current document, but in a new format and organization that will be more accessible, easier to understand, and simpler to administer. This phase has been described as "code housekeeping," as it is intended to focus mostly on non-substantive updates, eliminate inconsistencies and unclear language, and propose a new, more user-friendly organization for the document.

Detailed drafting will begin in the late fall of 2023 following discussion of this report. The new draft LDC will be presented to the general public for review and comment in early 2024. Comments will be collected and addressed, and a revised draft will then be carried into the adoption process for additional review and public comment. Consideration of adoption of the Phase 1 LDC will occur in mid-2024.

Items identified as "Phase 1 issues" in this report may be addressed with non-substantive changes or only modest substantive updates. These edits are primarily aimed at improving the usability of the regulations by restructuring the content into a more logical organization, eliminating inconsistencies and unclear information, adding graphics, charts, and illustrations, and updating some of the standards. A better-organized LDC that is easier to use will be the foundation for more substantial revisions that will take place in Phases 2 and 3.

Phase 2 – Promoting Key Standards (2024-2025)

The second phase will begin in late 2024. Building off the new, reorganized "foundation" LDC adopted in Phase 1, the second phase will focus on more substantive revisions. All parts of the document will be considered for potential updates, including administrative procedures, zoning districts, use regulations, and development standards.

Items identified as "Phase 2 issues" in this report are expected to involve more significant edits and will involve substantial public outreach and discussion before the suggested changes are finalized. While it is possible to anticipate many of the more substantial edits to Chapter 14 in this phase, it is also likely that additional changes will come to light during the Phase 1 work. As such, not every change that will be included in Phase 2 is included in this report, but every proposed substantive change will be subject to public review and the public will be given ample time to review and opportunities for feedback.

Phase 3 – General Plan Implementation (2025-2026)

The third phase will include additional substantive revisions to implement the updated Santa Fe General Plan (particularly the land use and growth goals and policies), which is being prepared as part of a separate, concurrent project. Additional changes to the LDC, beyond those addressed in Phase 2, will be needed to align the LDC with the updated General Plan. For example, it is expected that some changes to Santa Fe's zoning districts may be necessary to align with updated land use classifications in the General Plan. Such potential changes are classified in this report as Phase 3. As the new General Plan comes closer to completion, there will be additional discussions (likely in the fall of 2024 at the start of Phase 2) to refine and expand the Phase 3 topic list, when it is possible to gain a more defined idea which General Plan policies will require code amendments.

How will the Public Be Involved?

There will be extensive opportunities for public review and discussion of the new LDC, as well as all interim work products, during all three phases of the project. A project website (https://www.santafeldcupdate.org/) has been established to provide up-to-date information on project status and opportunities for input. In addition, at defined project milestones, the project team will host in-person and online meetings to present draft work products and receive feedback. A Public Participation Plan has been developed to outline the overall approach for fostering community engagement throughout the LDC update project. The Plan is available online at the project website.

General public outreach also will be supplemented by focused meetings with two working groups established by the City:

- A Technical Advisory Working Group (TAWG) is comprised of professionals who have experience using Chapter 14. This group of frequent code users such as planners, design professionals, and agents will have varying levels of familiarity with Chapter 14, some with greater exposure to and grasp of detail than others, but all members understand how the LDC impacts key issues related to land development in Santa Fe, including housing, open space, affordability, preservation, and more. The TAWG will be most involved with the Phase 1 housekeeping edits.
- The Citizen Advisory Working Group (CAWG) is comprised of community advocates who have interest in and knowledge of Chapter 14, and opinions on how to improve it. This doesn't mean Working Group members are able to cite specific chapters and sections of the LDC, but members all possess an understanding of the key issues regarding land development in Santa Fe. Members of the Working Group have wide-ranging interests and expertise, from housing affordability, to historic preservation, to water conservation, and many other topics.

The role and membership of the working groups is expected to evolve over the three phases of the project. Information about the working groups is available at the project website.

About This Report

This Assessment Report contains recommendations for updates to Santa Fe's current Land Development Code, Chapter 14. The recommendations come from three sources: input collected in stakeholder interviews and from surveys completed during the project kickoff in spring 2023; feedback from city staff who regularly use the regulations; and review and assessment of Chapter 14 by the consultant team.

Following this Project Overview, this report is organized into two main parts:

- Key Areas to Improve the LDC. This section identifies major themes that emerged from the project team's analysis and their experience with development regulations in communities across the nation. The discussion includes recommendations for how the current LDO might be improved or replaced to best address concerns pertinent to that issue. The discussion is organized into categories that reflect the major parts of the LDC, including Document Clarity, Organization, and Format; Zoning Districts; and Development and Design Standards.
- Annotated Outline for a New LDC. This section provides an overview of a proposed structure of a new LDC, assuming the recommendations from this assessment are implemented. This section provides an overview of a proposed structure of a new LDC, assuming the recommendations from this assessment are implemented. This section of the report gives the reader the framework of the new structure and the logical grouping of similar provisions.
- Detailed Review Tables. Separate from this report, a detailed table captures specific proposed edits to Chapter 14 that may not rise to the level of major themes discussed in this report. The table is a working document that captures proposed edits noted so far; additional proposed edits may be added to this working table as the drafting continues.

The recommendations in this Assessment Report will be the subject of public meetings that are scheduled to occur in late September of 2023. Specific dates and times will be published on the Santa Fe LDC Update project website: https://www.santafeldcupdate.org/

Summary of Recommendations

The table below is organized around the major focus areas in Part 4: Areas for Improvements to Chapter 14, of this report and consolidates the recommendations that appear in the separate subsections of this Assessment.

While it is possible to anticipate that some topics in this table, such as equity and sustainability, will be concerns throughout the duration of the LDC project, in most cases it is difficult to discern what changes will extend onto Phase 3, absent information on the updated policies and objectives of the General Plan. For that reason, classification of Phases in the table is limited to Phases 1 and 2, with Phase 3 additions to follow as the Plan update progresses.

Focus Area	Recommendations	Phase
Equity		
	▪ Emphasize increased equity when reviewing and updating the LDC. ▪ Focus on expanding housing affordability through adjustments to the SFHP, if needed, and other means such as incentives. ▪ Assess equity and inclusivity in development review procedures such as public notice requirements. ▪ To the extent possible, ensure that decision-making bodies reflect the diversity of the population of Santa Fe.	All phases
Sustainability		
	▪ Incorporate sustainability principles into the baseline standards in all sections of the code. ▪ In the drafting process, evaluate various organizational options for integrating sustainability-focused standards. ▪ Adopt green building standards for private development, or offer a menu of green design options from which developers must incorporate a certain number into their project.	All phases
Document Clarity, Organization, and Format		
Establish a Clear Organization	▪ Reorganize Chapter 14 as proposed in the Annotated Outline in this report. ▪ Consolidate related information where possible. ▪ Ensure cross-references lead to the exact section or subsection of related information. ▪ Review table notes to remove standards and replace in body of code; reduce number of notes. ▪ Incorporate Appendices into the relevant sections of the body of the code.	Phase 1 for all
Improve Page Layout	Establish a more attractive and user-friendly page format with: ▪ Dynamic headers, showing article, section, and subsection on each page; ▪ Consistent formatting and location of tables and graphics; ▪ Clear and prominent hierarchy of heading titles (using color and/or bold fonts); and ▪ Consistent indentation and nested text.	Phase 1 for all

Focus Area	Recommendations	Phase
Add Tables, Illustrations, and Other Graphics	▪ Include illustrations and other graphics (summary tables, flowcharts, etc.) throughout new LDC.	Phase 1
Use Clear, Plain Language	▪ Rewrite code using plain, clear, gender-neutral language.	Phase 1
Zoning Districts		
General Updates for All Districts	▪ Combine purpose statement and dimensional standards for each district in one location. ▪ Clarify the relationship between base zoning districts and overlay districts in instances where purposes are similar, or geographical areas overlap.	Phase 1 Phase 1
Residential Zoning Districts	▪ Ensure there are no conflicting standards in various overlapping base and overlay districts, and seek opportunities to clarify and streamline the regulations in overlapping areas. ▪ Combine all district information in one location, so purpose and applicable dimensional standards are in one place for each district. ▪ Change allowances so that the higher-density districts allow density greater than 10 dwelling units per acre without the approval of a development plan. ▪ Review dimensional standards to identify opportunities for flexibility, or elimination of overlapping standards to projects that make significant contributions to City housing needs. ▪ Consider alternatives to the current density-based structure of residential zoning districts.	Phase 1 Phase 1 Phase 1 Phase 1 Phase 2
Nonresidential Zoning Districts	▪ Update purpose statements of commercial districts to provide a better description of the kind of development that is desired in the different districts. ▪ Reorganize information in commercial districts so each district explains applicable standards, rather than referencing users to various other locations to find applicable standards. ▪ Create Parks and Open Space District, which includes trails. ▪ Improve and expand mixed-use districts, possibly through the creation of districts that are tailored to scale and intensity of mixed-use development. ▪ Determine proper location and extent for industrial land, and preserve industrially-zoned land for industrial uses. ▪ Assess the need to retain special-purpose base districts such as the HZ Hospital Zone, BIP Business and Industrial Park District, PRC Planned Residential Community District, PRRC Planned Resort-Residential Community District, and SC Planned Shopping Center districts.	Phase 1 Phase 1 Phase 1 Phase 2 Phase 2 Phase 2
Overlay Districts		
Historic Districts	▪ Reorganize information within a logical hierarchy that progresses from general information to more specific information.	Phase 1

Focus Area	Recommendations	Phase
	▪ Include maps that depict district boundaries, and photos and illustrations to help users understand design requirements.	Phase 1
	▪ Standardize the elements of information that are included in each of the sub-districts. These sub-sections should not repeat generally applicable standards, which will be covered in a section of standards that apply to all historic districts and should only contain subdistrict-specific information and regulations.	Phase 1
	▪ Clarify information and codify standard practice for common processes that are not described in the current code.	Phase 1
	▪ Review and clarify historic signs regulations.	Phase 1
	▪ Update standards and materials requirements to reflect contemporary practice.	Phase 2
	▪ Revise procedures, accompanied by review of decision-making authority and H-Board composition and qualifications requirements.	Phase 2
Archeological Review Districts	▪ Relocate substantive information from the Review and Approval Procedures Article, in Section 14-3.13, *Archaeological Clearance Permits*, to Section 14-5.3, *Archaeological Review Districts*. What remains in Section 14-3.13 should focus on the steps of the review process.	Phase 1
	▪ Clarify archaeological subdistrict boundaries with the inclusion of maps that show what areas the subdistricts cover.	Phase 1
	▪ Align conflicting state and local regulations and terminology; augment local regulations as warranted by limitations in state requirements.	Phase 1
	▪ Adjust Archaeological Clearance Permit to include testing more specific areas of lots to be developed, testing a greater extent of the lots, tying permits to projects rather than locations, and relating findings on adjacent lots to one another.	Phase 2
	▪ Review ARC process to ensure emphasis is on preservation of resources, rather than completion of paperwork.	Phase 2
Escarpment Overlay	▪ Revise content to eliminate repetition, use simpler language, and eliminate outdated provisions if applicable.	Phase 1 for all
	▪ Simplify method for measuring height. Ensure that the explanation is clear and can be consistently applied throughout the code.	
	▪ Separate slope screening and revegetation requirements from structure landscaping requirements.	
Other Overlays	▪ Eliminate RS Residential Suite Hotel/Motel Overlay, along with elimination of the base district (Shopping Center) with which it is associated.	Phase 1
	▪ Eliminate the Arts and Crafts Overlay district, which is redundant with the Arts and Crafts base zoning district.	Phase 1
	▪ Carry forward Midtown Local Innovation Corridor (LINC) Overlay without changes (pending further discussion).	Phase 1

Focus Area	Recommendations	Phase
	▪ Revisit the purpose of the highway corridors and assess if they are producing the kind of development the city would like to see within these areas. Revise as warranted.	Phase 2
Land Uses and Use-Specific Standards		
Table Format Updates	▪ Improve formatting, eliminate table notes to the greatest extent possible in the Table of Allowed Uses, change "special use permit" to "conditional use," and ensure that links to use-specific standards lead to precise locations, rather than general categories or subcategories. ▪ Include Accessory and Temporary Uses in the master table and ensure that all permissions for these uses are reflected accurately.	Phase 1 Phase 1
Table of Permitted Uses: Substantive Review/Update	▪ Review existing uses and edit as warranted – recategorize certain uses, consolidate others to streamline table, eliminate obsolete uses. ▪ Review permissions for each use, including whether some uses could be allowed more widely if accompanied by appropriate use-specific standards. ▪ Update existing use-specific standards, including those for ADUs, and include standards to enable particular housing types, such as attached townhomes and duplex/triplex structures.	Phase 2 Phase 2 Phase 2
Expand Residential Building Types to Promote Housing Diversity	▪ Expand the types of housing types that are allowed and include use-specific standards to facilitate their construction.	Phase 1
Add New Uses	▪ Add new uses, accompanied by use-specific standards where appropriate.	Phase 2
Development and Design Quality Standards		
Vehicle Parking	▪ Consolidate Appendix information – especially the parking table – into the body of the code. ▪ Include additional options for allowing flexibility in meeting or reducing on-site parking requirements and add detail to requirements for parking demand studies. ▪ Expand bicycle parking requirements, and "untie" them from the number of car parking spaces that must be provided. ▪ Include requirements for EV parking spaces. ▪ Update the schedule of required parking.	Phase 1 Phase 1 Phase 1 Phase 1 Phase 2
Landscaping and Tree Preservation	▪ Emphasize the preservation of existing landscaping and mature on-site trees, and offer incentives to encourage it. ▪ Strengthen planting standards through creation of an Approved Plant List (rather than a recommended one), and consider a Prohibited Plant List as well. ▪ Refine interior parking lot landscaping requirements, with emphasis on provision of shade in the parking area. ▪ Clarify and update irrigation standards. ▪ Focus on water conservation in landscaping requirements. Devise an approach on whether potable water use for	Phase 1 Phase 1 Phase 1 Phase 2 Phase 2

Focus Area	Recommendations	Phase
	landscaping is allowed, and the extent to which gray water is available and may be used.	
Screening and Buffering, Walls and Fences	▪ Clarify issues with combination of fences and retaining walls, measurement of fence height, and consider the inclusion of fence material requirements for areas outside historic districts. ▪ Create Residential Adjacency code section that focuses on buffering residential uses from various impacts of more intensive adjacent uses. ▪ Tailor buffering requirements based on intensity of adjacent development.	Phase 1 Phase 2 Phase 2
Building Design	▪ Improve structure of information, add detail and definitions where needed, and simplify language in the section. ▪ Determine areas of the city where form-based standards would be appropriate, and draft standards to apply in these areas. ▪ Consider how form-based standards intersect with the existing Architectural Style Points System requirements.	Phase 1 Phase 2 Phase 2
Signs	▪ Review all sign regulations to eliminate content-based regulation. ▪ Improve the organizational structure of the section, and include graphics, tables, and illustrations to convey information. ▪ Add regulations for new sign types. ▪ Compare regulations for signs in the Historic District with regulations on historic signs; eliminate any discrepancies or conflicting information.	Phase 1 Phase 1 Phase 2 Phase 2
Parks	▪ Review all regulations to update level of service goals and dedication requirements if necessary. ▪ Consider allowing fee-in-lieu of parkland dedication, accepted at the City's discretion, to support maintenance of existing parks, and targeted expansion in areas of the city where more parks are needed.	Phase 2 Phase 2
Open Space	▪ Add more flexibility in options to meet open space requirements for both residential and non-residential projects. ▪ Consider accepting fee-in-lieu, which could support current and future public parks, trails, and open spaces, or accepting alternate amenities that provide community benefit.	Phase 2 Phase 2
Outdoor Lighting	▪ Add detail to standards, and describe method of measurement. ▪ Align lighting regulations with night sky protections enacted by the state or set higher local standards if desired. ▪ Consider removing community street lighting from the zoning code. If retained, clarify new street lighting requirements for subdivisions, and add detail on pedestrian-scale lighting for sidewalks and trails.	Phase 1 Phase 1 Phase 1

Focus Area	Recommendations	Phase
	▪ Update requirements to reflect current best practices regarding elimination of backlight, uplight, and glare (BUG).	Phase 2
Streets and Sidewalks	▪ Review and standardize requirement for sidewalk width, possibly adapting minimum requirement based on development context.	Phase 1
Development Water Budgets	▪ Use procedural requirements to improve awareness of development water budget requirements earlier in the review process. ▪ Emphasize water conservation as part of the effort to integrate sustainable development practices into the LDC. ▪ Integrate water-related requirements in Chapter 25 with those in Chapter 14.	Phase 1 Phase 2 Phase 2
Procedures and Code Administration		
Application Procedures	▪ Review and update common review, application-specific procedures. ▪ Ensure that all steps of the application process are described in the code, including required post-decision actions.	Phase 1 Phase 1
Approval Criteria	▪ Ensure each procedure has specific, objective approval criteria to define the basis for the decision. ▪ Consider exemption or an expedited review process for projects that meet certain criteria or policy goals of the City Council.	Phase 1 Phase 2
Decision-Making Authority	▪ Review and potentially raise thresholds that require applications to be elevated to higher-level review. ▪ Consider decisions that can be delegated to professional planning staff, Boards, and Commissions, on the basis of clearer approval criteria. ▪ Draft call-up procedures to allow staff to pass application review to a Board, Commission, or Council, and to allow the Council to call-up applications on their own.	Phase 1 Phase 2 Phase 2
Application Process	▪ Assess the level of detail that is required in application information, possibly calibrating it to the progress of the review process, with greater detail required later in the review. ▪ Consider whether review for smaller, less impactful requests can be resolved more expeditiously than large projects that must be subject to full review and public hearing.	Phase 2 Phase 2
ENN / Facilitation Process	▪ Clarify the purpose and potential outcomes of the ENN process.	Phase 1
Public Notice / Public Hearings	▪ Add detail to the current notification requirements, so it is more clear to applicants what they must do to fulfill the requirements. ▪ Expand explanation of limits on communication with members of the public when the governing body is acting in a quasi-judicial capacity. ▪ Consider expanding the methods for public notice, either officially or as informal best practices.	Phase 1 Phase 1 Phase 2

Focus Area	Recommendations	Phase
Nonconformities	▪ Clarify terminology used in the section, eliminate inconsistencies between these regulations and other code sections, and establish which regulations take precedence. ▪ Determine overall approach to nonconformities, and whether the objective is to eliminate them, or facilitate their continued operation.	Phase 1 Phase 2
Legal Lot of Record	▪ Consider if there is a simpler process that could be implemented in establishing a legal lot of record, in particular, one that does not require an appearance before the Planning Commission.	Phase 2
Code Enforcement	▪ Ensure that the steps of the enforcement process after issuing a notice of violation are described in the code. ▪ Review enforcement topics in both Chapter 10 and Chapter 14 to see if any topics should be relocated. ▪ Consider expanding the use of fines, rather than taking people to court for non-compliance.	Phase 1 Phase 1 Phase 2
Relocation of Information	▪ Consider locating information that changes frequently or is of a technical nature outside the code.	All phases
Calculations	▪ Review all calculations to ensure method and application are explained clearly. ▪ Where possible, apply consistent standards to the results, such as always rounding up.	Phase 1 Phase 1
Definitions	▪ Review all definitions: add new definitions as needed and clarify existing ones. ▪ Ensure all policies and regulations are clearly explained, and illustrated where that would assist users' understanding.	Phase 1 Phase 1

2: Key Areas to Improve the LDC

Overarching Issues

Equity

While zoning has historically been used as a tool for exclusion, more recently an altered perspective has been brought to bear, which seeks instead to use zoning to support and accomplish social equity goals. Efforts to incorporate equity in zoning aim to eliminate zoning laws and regulations that implement and perpetuate inequitable outcomes, and to remedy the adverse impacts of prior barriers inherent in the regulations. Inclusivity is central to these ideas, and often linked to concerns about affordability. Affordability is certainly inextricable from notions of equity, but it is not the whole of it. There are also ways to advance equity in zoning implementation by encouraging inclusive and representative participation in zoning processes, and facilitating more diverse enfranchisement of the individuals who implement the rules.

As this project progresses, all aspects of the review will be conducted with the objective of improving the equitable outcomes of the regulations and expanding the inclusivity of participation in their implementation. This section looks at a couple of important areas of emphasis the comprise the equity-focused review.

A. Increase Housing Affordability and Reduce Displacement

Santa Fe has an existing inclusionary housing requirement, as described in the Santa Fe Homes Program (SFHP). The program requires 20 percent of all new for-sale development to be priced affordably for purchasers earning 80 percent or less of the Area Median Income. In for-rent projects, 15 percent of rentals must be priced affordably. For both smaller projects (10 or fewer units) and multi-family developments, there is an opportunity to pay a fee-in-lieu, rather than providing units on-site. While the LDC project may involve updating some of the standards or requirements of the SFHP, the fact that the City already has such a program in place is a significant advantage, the more so as the program has been in effect for a number of years already.

Outside of the SFHP, this project can consider other ways of enhancing housing affordability. Approaches that are common in many communities include offering incentives for a project to include a greater number or higher percentage of affordable housing units than the minimum requirement. A common incentive is a density bonus, but other options include reduction of requirements that add time or cost to a project. Reducing parking, open space, or design requirements can reduce cost, while expedited approval of any project below a certain number of units can reduce time until approval. In Phase 2 of this project, we can work with the city and the community to determine what incentives are appropriate in Santa Fe.

B. Assess Equity and Inclusivity in Development Review and Decision-Making

Equity and inclusivity in governance depends on the ability of the public to participate in decision-making. Public notice is one of the most important means cities have to invite inclusive citizen participation in decision-making, and the Procedures section of this report looks at ways to improve the inclusivity of public notice and participation. Though the diversity of decision-makers is, to some extent, beyond the parameters of zoning, there are nevertheless elements that zoning can contribute to improving. It is important for the City's boards, committees, and staff to reflect the diversity of the population they are empowered to represent, and to represent the viewpoints of all constituents, including those who do not routinely participate in traditional public meetings and processes. The

Council is elected, but the numerous City advisory boards and committees should, in their membership, reflect the diversity of the residents of Santa Fe. Professional qualifications are important to be able to serve competently on some boards that require technical expertise, like the Historic Districts Review Board or the Archaeological Review Committee, but that does not preclude considerations of diverse composition in membership. The City already has experience in ensuring representation of diverse voices on account of the historic composition of Santa Fe's population. This experience can help in ensuring those diverse voices and perspectives are represented in the groups that shape policy and make decisions in Santa Fe.

Equity Recommendations

- Emphasize increased equity when reviewing and updating the LDC.
- Focus on expanding housing affordability through adjustments to the SFHP, if needed, and other means such as incentives.
- Assess equity and inclusivity in development review procedures such as public notice requirements.
- To the extent possible, ensure that decision-making bodies reflect the diversity of the population of Santa Fe.

Sustainability

A. Make Sustainable Development Outcomes a Default Setting

Many sustainability goals can be achieved by making climate-resilient development a part of the "core DNA" of the code. This means integrating sustainable development practices into all parts of the underlying foundations of the code. For example, important sustainable outcomes can be well-supported by site layout standards that limit impervious cover, and that require connectivity and promote walkable urbanism in areas such as the downtown, the historic districts, and developing mixed-use centers and corridors, such as the area along South Guadalupe.

The following table offers a framework for thinking about how various sustainable outcomes may be achieved in a zoning code. The left column includes some typical sustainability goals, the middle column identifies development approaches that help achieve those goals, and the third column suggests specific relevant zoning tools. The table is not comprehensive, but merely a way of thinking about how sustainability may be a fundamental consideration in developing all parts of a code.

Sustainable Goal	Development Approach	Zoning Tools
Reduction of Greenhouse Gas Emissions / Healthy Lifestyle Options	▪ Compact, mixed-use development ▪ Connected trails and sidewalks ▪ Limit new auto-oriented development in remote areas ▪ Remove barriers to expanding multi-modal transportation options	▪ Mixed-use and smaller lot residential zone districts ▪ Mobility and connectivity standards ▪ Bicycle parking requirements ▪ Reduced and better calibrated off-street parking requirements ▪ Streetscape, building form and scale, and other pedestrian-focused design standards, especially in Downtown and community centers

Sustainable Goal	Development Approach	Zoning Tools
Efficient Building and Site Design Practices	▪ Adaptive reuse of existing buildings ▪ Energy efficient buildings ▪ Water conservation and management ▪ Green building materials ▪ Waste reduction and management	▪ Applicability of development standards scaled to the scale of development and incentives for adaptive reuse of buildings ▪ Incentives or requirements to design buildings using LEED, ENERGY STAR, or other national green building standards ▪ Increased limitation on impervious surfaces ▪ Water-efficient landscaping standards
Renewable and Alternative Energy	Introduce opportunities for solar and other renewable energy sources	▪ Accessory renewable energy facility standards for ground- and roof-mounted solar, wind energy, and geothermal energy equipment ▪ Electric vehicle parking requirements or incentives
Environmentally Sensitive Lands and Natural Resource Protection	▪ Limit impact of development on natural resources and sensitive lands ▪ Incorporate natural environment into the development process	▪ Comprehensive floodplain, wetlands, stream buffer, wildlife habitat, grading/land disturbance, and other sensitive land protection regulations ▪ Native landscaping standards

As shown in the matrix, some of the basic sustainability work of an updated code can take place in the core zoning district and site layout standards. These standards will encourage compact and walkable development while setting a path for redevelopment that makes the most of existing infrastructure resources and limits residential and commercial encroachment into greenfields and peripheral lands.

Beyond updating basic zoning tools through a sustainability lens, a range of sustainable development topics can be addressed through specific regulations in areas such as stormwater management, green infrastructure, tree protection, community health, local food production, and renewable energy. Some of these topics are already addressed in the body of this report, and others can be included as part of the rewrite if it is determined they are desirable goals to pursue.

B. Consider the Organization of Sustainability Standards

Beyond the content of the standards, discussed above, their organization and placement within the code deserves attention. A frequent issue that comes up in zoning code rewrites is how much of an individual spotlight to shine on sustainability. There are several approaches to consider:

1. Independent "Sustainability" Section

A standalone sustainability section brings sustainability to the forefront, indicating that it is a community priority. This approach can also allow for coordination of all measures that advance sustainability, and

allow more flexibility (e.g., point systems) and incentives (e.g., tying standards to bonuses), which allows for more creativity and getting applicants used to what is wanted. However, because many of the topics tied to sustainability may already be addressed in other dedicated sections of the code (e.g., landscaping, parking, building design standards), a separate sustainability section may result in similar topics being addressed in two places.

2. Integrated Throughout

Most sustainability measures are already tied to topics that are addressed by zoning tools (e.g., landscaping requirements greatly impact water use). Integrating sustainability-related standards throughout the code, rather than consolidating them into a standalone section, can make compliance more straightforward because standards are included alongside similar regulations on a particular topic that an applicant must meet. However, that can also make it harder to build in broad incentives and a more comprehensive approach to sustainability. Having sustainability-related standards located throughout the code reduces their collective emphasis and the sense of community focus on sustainability; this can either make them easier to approve or harder to publicize as a "win," depending on political realities.

3. Hybrid

Many communities end up with a hybrid approach, that includes some sustainability-oriented standards integrated into baseline code requirements and integrated throughout, alongside a freestanding sustainability section that establishes additional sustainability standards above and beyond the baseline. This can be a useful approach when the community wants to make certain standards mandatory (standards integrated within relevant chapters), while others are incentive-based (standalone section where they may be used by a developer to meet a score or unlock an incentive).

C. Consider Green Building Standard Requirements for Private Development

To help achieve Santa Fe's climate action goals, the City could consider implementing green building standards in private development, either as a mandatory requirement, or using an incentive-based program. The effectiveness of incentives depends on knowing the strength of demand for development in the city, and making the incentives meaningful in terms of reducing cost or processing time for development applications. Whether incentive-based or mandatory, the regulations could offer a menu of options, and allow the developer to choose a certain number to meet the requirements, as is done with the Architectural Style Points System. There are any number of options such a menu could include, but common ones that have been adopted by other communities include renewable energy requirements for building heating and cooling, cool or green roof requirements, building orientation to maximize solar gain or cooling, building materials certification, and water capture and conservation elements.

The location of green building standards and/or incentives requires discussion and may be appropriate in a separate document outside the zoning code. If incentives to encourage green-building practices are integrally linked to zoning standards (e.g., more building height when a green roof is provided), that would argue for locating such incentives in the code. But, often, green building standards operate independently of zoning standards and are a better fit alongside other technical and structural specifications in the Building Code.

Sustainability Recommendations

- Incorporate sustainability principles into the baseline standards in all sections of the code.
- During drafting, evaluate various organizational options for integrating sustainability-focused standards.
- Adopt green building standards for private development, or offer a menu of green design options from which developers must incorporate a certain number into their project.

Document Clarity, Organization, and Format

The first major area for improving the LDC is the format and organization of the document itself, beyond the substantive issues discussed later in this report. Many stakeholders said they find Santa Fe's Chapter 14, the LDC, to be difficult to understand and use. Frequent comments noted unclear organization, redundant and occasionally contradictory information, information that is hard to find, and information related to a single topic split across different sections. There are few illustrations, graphics, tables, and images that could help users to visually comprehend many subjects.

These challenges are not unusual in older zoning codes. Many communities find that, as zoning rules are modified and updated over time, they become increasingly complicated and more difficult to navigate and understand. It has been over a decade since the last comprehensive update of the Santa Fe zoning regulations, and during that time many piecemeal code amendments have led to a document with a challenging organization and many redundancies.

A primary objective of Phase 1 of this project is to develop a well-organized, well-illustrated, user-friendly set of regulations for Santa Fe that should be both easier to understand, administer, and enforce. The recommendations in this section describe various ways the update proposes to accomplish that. All topics below will be addressed in Phase 1 of the project.

Establish a Clear Organization

Chapter 14 should be updated and consolidated in a more intuitive, user-friendly manner. The Annotated Outline later in this report suggests an updated organization.

Beyond implementing that outline, other drafting updates can help improve the document's flow. An important first step in reorganization will be to consolidate related information. For example, the zoning district purpose statements and dimensional standards, which currently are spread across articles 14-4 and 14-7. An example of how this information can be consolidated is shown below in the "Page Layout" discussion. Other examples are noted throughout this report and in the separate detailed review of Chapter 14.

Where related information remains in separate locations, better cross-referencing should be included, with the target heading or subheading spelled out after the reference.

- For example, rather than saying "The review of electrical facilities in historic districts shall be limited as set forth in Section 14-6.2(F)(10)" (where only the underlined text is an active link that leads to the beginning of the section), the end of the phrase would be amended to say "… as set forth in Section 14-6.2(F)(10), Application Submittal Requirements." Both of the underlined sections are active links that lead to the exact location of the related information.

Where information in Chapter 14 is presented in tables, these tables often have an extensive list of table notes, in some cases with 15 or more notes attached to a table. This is complicated for users to flip between table content and notes, and also makes important information easy to miss, particularly since some of these table notes are actually standards, as is the case in the Table of Permitted Uses. Standards should be incorporated into the body of the code. While table notes can be useful, Phase 1 of this project will review the current notes with an eye to reducing their use in the updated code.

Finally, we also recommend that all the Appendices be integrated into the body of the code.

Document Clarity, Organization, and Format Recommendations

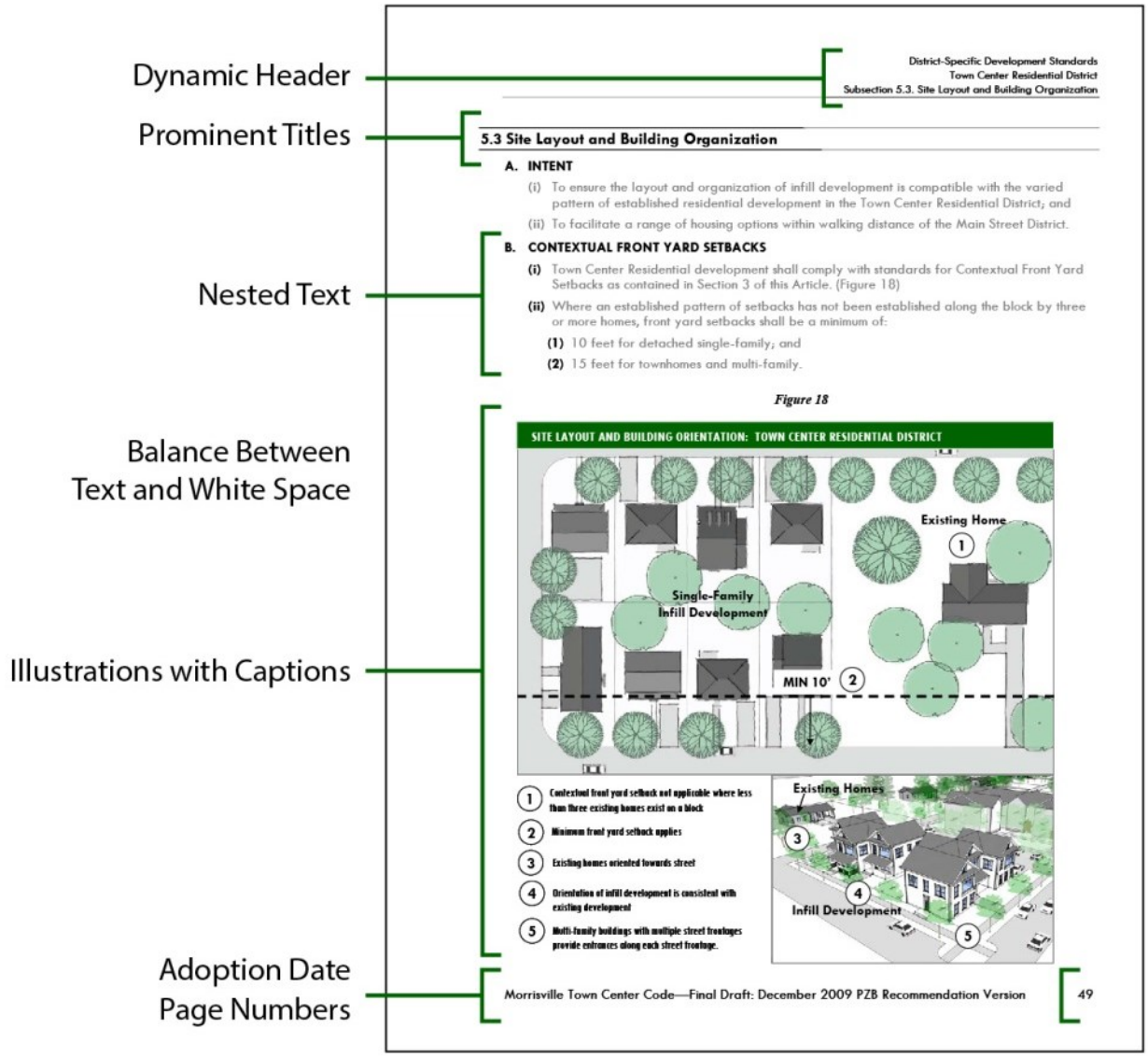
- Reorganize Chapter 14 as proposed in the Annotated Outline in this report.
- Consolidate related information where possible.
- Ensure cross-references lead to the exact section or subsection of related information.
- Review table notes to remove standards and replace in body of code; reduce number of notes.
- Incorporate Appendices into the relevant sections of the body of the code.

Improve Page Layout

The page layout of the new code should be improved to help users quickly find key information. Several types of revisions are necessary.

First, a new document layout with defined headings and subheadings will help establish a clear hierarchy of provisions and enable code users to understand more quickly where in the document a particular provision is located. This new layout also should include dynamic headers, footers, page numbers, and illustrations with captions to make the code more user-friendly.

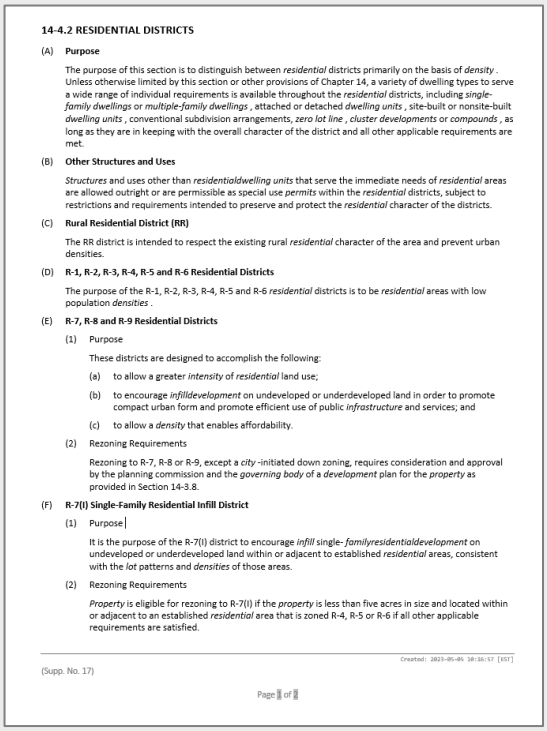
The following graphic illustrates a sample improved layout from another code.



This sample page layout illustrates how headers, text, graphics, and use of page numbers help to modernize a code and make it more user-friendly.

The current Santa Fe LDC is available via the online platform Municode. In addition to an online version of the code, most planning offices also maintain an editable and formatted digital version, usually as a Microsoft Word or PDF file, accessible via the City's website. The digital version allows for enhanced formatting and presents information in a more user-friendly format, enhancing the reader's ability to understand the context for specific provisions. The Word/PDF version also allows staff to keep an internal record of any proposed edits and revisions to the document.

The new LDC will feature a new document layout with dynamic headers (that automatically update) showing section references for that page, footers, page numbers, and illustrations with captions. The following graphic compares a page from the Zoning Districts article in the current Santa Fe LDC to an improved layout from another code Clarion has drafted.



14-4.2 RESIDENTIAL DISTRICTS

(A) **Purpose**

The purpose of this section is to distinguish between *residential* districts primarily on the basis of *density* . Unless otherwise limited by this section or other provisions of Chapter 14, a variety of dwelling types to serve a wide range of individual requirements is available throughout the *residential* districts, including *single-family dwellings* or *multiple-family dwellings* , attached or detached *dwelling units* , site-built or nonsite-built *dwelling units* , conventional subdivision arrangements, *zero lot line* , *cluster developments* or *compounds* , as long as they are in keeping with the overall character of the district and all other applicable requirements are met.

(B) **Other Structures and Uses**

Structures and uses other than *residentialdwelling units* that serve the immediate needs of *residential* areas are allowed outright or are permissible as special use *permits* within the *residential* districts, subject to restrictions and requirements intended to preserve and protect the *residential* character of the districts.

(C) **Rural Residential District (RR)**

The RR district is intended to respect the existing rural *residential* character of the area and prevent urban densities.

(D) **R-1, R-2, R-3, R-4, R-5 and R-6 Residential Districts**

The purpose of the R-1, R-2, R-3, R-4, R-5 and R-6 *residential* districts is to be *residential* areas with low population *densities* .

(E) **R-7, R-8 and R-9 Residential Districts**

(1) Purpose

These districts are designed to accomplish the following:

(a) to allow a greater *intensity* of *residential* land use;

(b) to encourage *infilldevelopment* on undeveloped or underdeveloped land in order to promote compact urban form and promote efficient use of public *infrastructure* and services; and

(c) to allow a *density* that enables affordability.

(2) Rezoning Requirements

Rezoning to R-7, R-8 or R-9, except a *city* -initiated down zoning, requires consideration and approval by the planning commission and the *governing body* of a *development* plan for the *property* as provided in Section 14-3.8.

(F) **R-7(I) Single-Family Residential Infill District**

(1) Purpose

It is the purpose of the R-7(I) district to encourage *infill* single- *familyresidentialdevelopment* on undeveloped or underdeveloped land within or adjacent to established *residential* areas, consistent with the *lot* patterns and *densities* of those areas.

(2) Rezoning Requirements

Property is eligible for rezoning to R-7(I) if the *property* is less than five acres in size and located within or adjacent to an established *residential* area that is zoned R-4, R-5 or R-6 if all other applicable requirements are satisfied.

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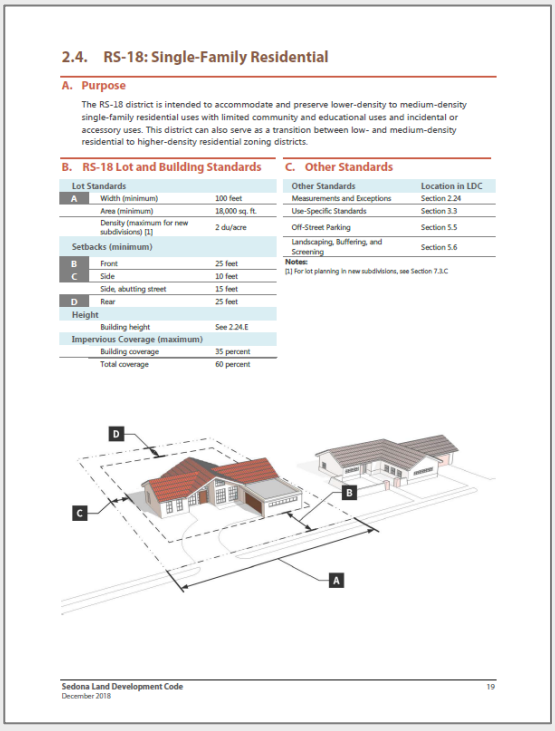
Page 1 of 2



2.4. RS-18: Single-Family Residential

A. Purpose

The RS-18 district is intended to accommodate and preserve lower-density to medium-density single-family residential uses with limited community and educational uses and incidental or accessory uses. This district can also serve as a transition between low- and medium-density residential to higher-density residential zoning districts.

B. RS-18 Lot and Building Standards

	Lot Standards	
A	Width (minimum)	100 feet
	Area (minimum)	18,000 sq. ft.
	Density (maximum for new subdivisions) [1]	2 du/acre
	Setbacks (minimum)	
B	Front	25 feet
C	Side	10 feet
	Side, abutting street	15 feet
D	Rear	25 feet
	Height	
	Building height	See 2.24.E
	Impervious Coverage (maximum)	
	Building coverage	35 percent
	Total coverage	60 percent

C. Other Standards

Other Standards	Location in LDC
Measurements and Exceptions	Section 2.24
Use-Specific Standards	Section 3.3
Off-Street Parking	Section 5.5
Landscaping, Buffering, and Screening	Section 5.6

Notes:
[1] For lot planning in new subdivisions, see Section 7.3.C

Sedona Land Development Code
December 2018

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A typical page from the Santa Fe LDC (when downloaded from the online version) is shown on the left. Compare this to the sample page layout at the right, which illustrates how headers, text, graphics, and use of page numbers help to modernize a code and make it more user-friendly.

Page Layout Recommendations

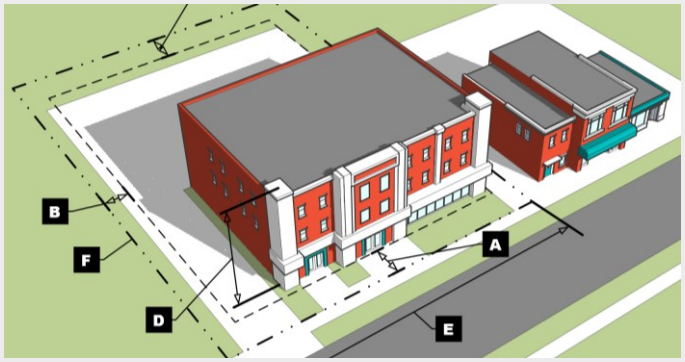
Establish a more attractive and user-friendly page format with:

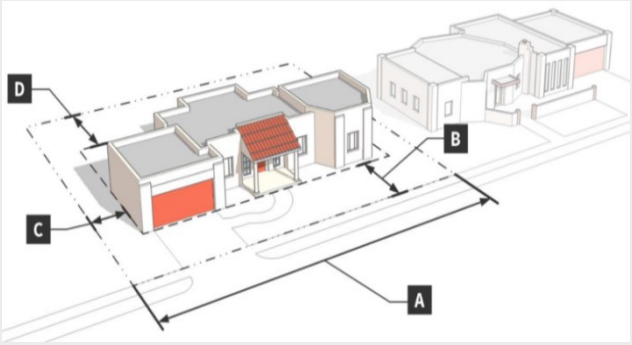
- Dynamic headers, showing article, section, and subsection on each page;
- Consistent formatting and location of tables and graphics;
- Clear and prominent hierarchy of heading titles (using color and/or bold fonts); and
- Consistent indentation and nested text.

Add Tables, Illustrations, and Other Graphics

Illustrations, graphics, flowcharts, and tables should be used frequently throughout the new LDC to explain standards and to summarize detailed information. Sample graphics from other Clarion codes are shown below. These images, from various communities, show a small range of possible topics and formats that can benefit from illustration. Each community is unique in how extensively they choose to illustrate a code, and the extent of detail that is included in the tables and illustrations. We will work with staff during the drafting process to select a consistent style that works best for Santa Fe.

This illustration shows the desired scale and character of a mixed-use zoning district in another community.





Lot Standards		
A	Width (minimum)	145 feet
	Area (minimum)	35,000 sq. ft.
	Density (maximum for new subdivisions) [1]	1 du/acre
Setbacks (minimum)		
B	Front	40 feet
C	Side	20 feet
D	Rear	40 feet
Height		
	Building height	See 2.24.E
Impervious Coverage (maximum)		
	Building coverage	15 percent
	Total coverage	40 percent

These graphics from another community illustrate some of the basic dimensional requirements for a single-family zoning district in another community. Labels (A through D) correlate to a dimensional table that identifies setbacks, height, and lot requirements.

Graphics like these help users identify which sign types are permitted. Graphics can also be customized to identify specific sign standards, such as area, height, placement, etc.

Graphics and Illustrations Recommendation

- Include illustrations and other graphics (summary tables, flowcharts, etc.) throughout new LDC.

Use Clear, Plain Language

The use of clear and precise language is just as important as document organization and format. As part of the rewrite, all content will be reviewed to eliminate unnecessarily complicated and legalistic language, as well as removing gendered language, such as "manmade." Text will be rewritten as necessary to provide greater clarity.

- For example: "The baseline floor-area ratio shall be two and five-tenths to one." This can more simply be stated as 2.5 to one or 2 ½ to one. Though this is a small example, the issue is a prominent one throughout the current regulations.

There are many sections where, in the attempt to add detail or precision to an explanation, the content becomes unnecessarily long and complicated, without really adding the desired clarity.

- An example is the description of how building height is to be measured on the escarpment overlay district (Section 14-5.6(F)(5)), with five increasingly detailed and convoluted paragraphs devoted to explaining a simple measurement. The result, according to stakeholders, is that neither staff nor applicants understand how to apply this in practice, and it creates problems and disagreements.

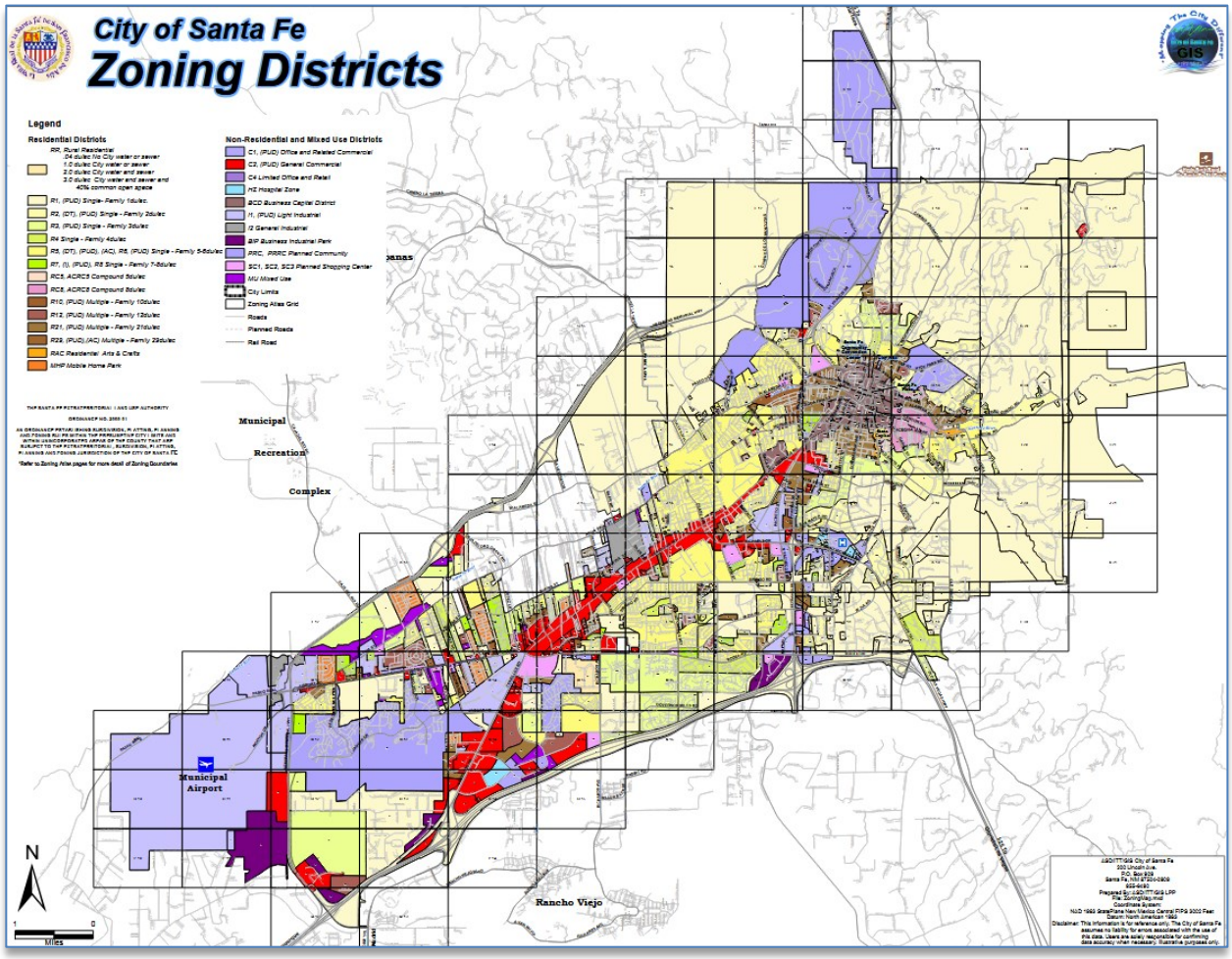
The LDC also contains many instances of vague or subjective language, with qualifiers such as "adequate," "compatible," and "appropriate." These words are not uncommon in codes, but they tend to create uncertainty and time delay by requiring negotiation with applicants on what constitutes meeting the standard, since staff, decision makers, developers, and community members could all interpret the terms differently. This applies equally with architectural design requirements in the case of Santa Fe's approved building colors, where "earth tones" and "high-intensity colors" can be interpreted differently by different readers. Generally, the code should provide greater certainty by avoiding the use of purely subjective language, disconnected from any measurable criteria.

To the greatest extent possible, the rewrite, especially Phase 1, will replace subjective terms that are open to varying interpretation with clear, objective language, and measurable standards where possible. The rewrite also will eliminate duplicated information and reconcile any internal inconsistencies.

Plain Language Recommendation
• Rewrite code using plain, clear, gender-neutral language.

Zoning Districts

The foundation of any zoning ordinance is the collection of zoning districts into which the community is divided, and the land uses allowed within those districts. The current Santa Fe LDC has 31 established base zoning districts and 8 overlay districts.



In evaluating and updating these districts for the new LDC, it will be important to ensure that the revised zoning districts are appropriate to meet the needs of Santa Fe now and in the future. The zoning districts should be cleaned up by removing unnecessary districts and making any necessary adjustments to current district standards. Also, some new zoning districts may be introduced even if they are not immediately applied to the zoning map. The goal should be to broaden Santa Fe's zoning toolbox, so that more types of projects may be built by-right and fewer projects need to opt for negotiated approvals, and so that additional zoning district options are available for future use as the City updates the General Plan and completes other area-specific planning efforts.

Phase 1 of this project will focus on reorganization and structural improvements (described below) to the existing zoning districts. Substantial changes to existing zoning districts are not contemplated in Phase 1. While some targeted substantive changes may be proposed during Phase 1, they will be clearly highlighted for discussion and will be limited to changes that are considered relatively straightforward

(e.g., the addition of a new Parks and Open Space district).

A more substantive re-evaluation of the districts will occur in Phases 2 and 3. During Phase 2, each zoning district will be evaluated to determine if it is producing the kind of development for which it is intended. If it is not, it may be amended or replaced. Phase 2 will also evaluate the need for new zoning districts, such as a slate of new mixed-use districts to replace the current under-utilized MU district. Phase 3 will involve an additional review of the zoning districts to ensure they are aligned with the updated General Plan, including any updated land use classifications.

The sections below discuss Santa Fe's current districts in light of the following questions:

- Is the intent of each zoning district clear and does the district name match the intent?
- Is the zoning district currently used? If not, is it unnecessary or obsolete?
- Are any districts so similar in purpose and standards that they overlap and could be consolidated?
- Are new zoning districts needed to accommodate development patterns that are hard to achieve with existing districts?
- Are the dimensional standards for each district (setbacks, density, and height) appropriately tailored to the purpose of the district?

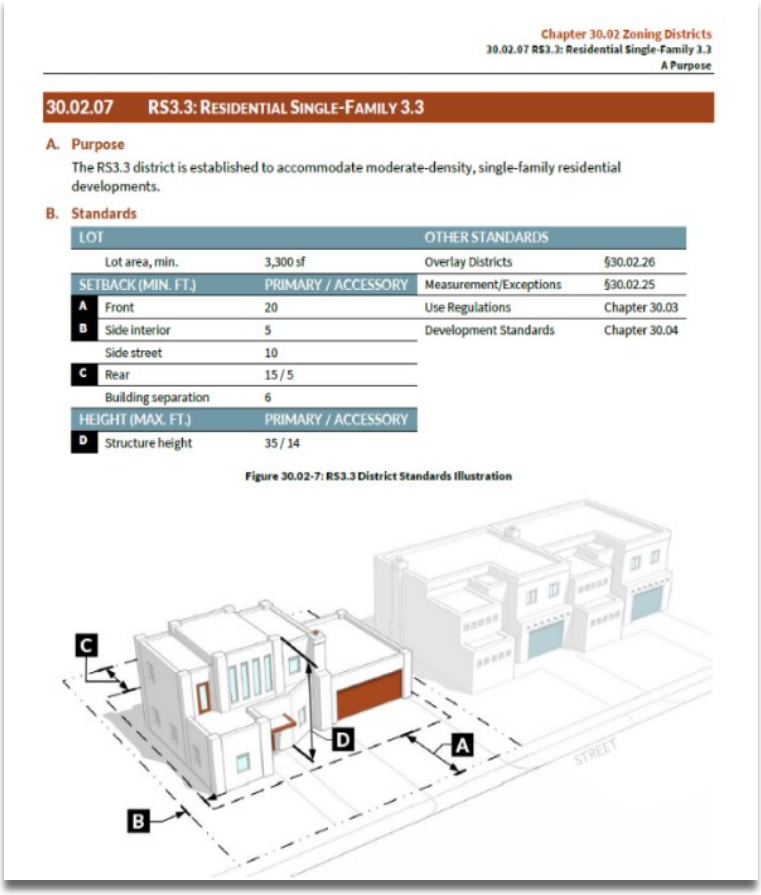
Suggested revisions are noted for all three phases of the LDC update project. General district revisions are noted first, with subsequent sections addressing base residential, base nonresidential, and overlay districts.

General Updates for All Districts

A. Structural Reorganization

As mentioned earlier in the user-friendliness section of this report, the separation of the zoning district purpose statements (Article 14-3) and the respective district dimensional standards (Article 14-7) makes Chapter 14 harder to navigate than it would be if this information were all in one place.

The example at the right shows how a reorganized and reformatted page for a zoning district might look with all information related to a single district in one place. Each district will include a purpose statement, a table with all dimensional standards, and links to other sections with applicable regulations (such as parking requirements or use regulations), and a representative illustration of the kind of development that might occur in the



Chapter 30.02 Zoning Districts
30.02.07 RS3.3: Residential Single-Family 3.3
A Purpose

30.02.07 RS3.3: Residential Single-Family 3.3

A. Purpose

The RS3.3 district is established to accommodate moderate-density, single-family residential developments.

B. Standards

LOT		OTHER STANDARDS	
Lot area, min.	3,300 sf	Overlay Districts	§30.02.26
SETBACK (MIN. FT.)	PRIMARY / ACCESSORY	Measurement/Exceptions	§30.02.25
A Front	20	Use Regulations	Chapter 30.03
B Side interior	5	Development Standards	Chapter 30.04
Side street	10		
C Rear	15 / 5		
Building separation	6		
HEIGHT (MAX. FT.)	PRIMARY / ACCESSORY		
D Structure height	35 / 14		

Figure 30.02-7: RS3.3 District Standards Illustration

district. [1]

B. Clarify Relationship Between Base and Overlay Districts

In reviewing the base districts and the overlays, there are in some cases confusing overlaps. For example:

- The Residential Arts and Crafts District, applied on the map along Alto Street, Canyon Road, and the west side of the Old Santa Fe Trail, is separate from the Arts and Crafts Overlay, which appears to be applied to the east side of Old Santa Fe Trail (among other locations). Both are intended to serve similar purposes, so it is hard to discern why the district applies on one side of the road, and the overlay on the other. Regardless of the original reason for this split on the map, it is possible that, going forward, neither the district or the overlay would be necessary if the City has a neighborhood-scale mixed-use district that permits artisanal manufacturing as a use.
- The BCD Business-Capitol District, and its fourteen street-by-street sub-area standards, overlaps with the Historic District, with its various subdistricts, including the Downtown, and other areas that overlap. Some respondents noted conflicts between the various standards that apply in these districts, sub-areas, and overlays.

Phase 1 will ensure there are no explicit conflicts among existing regulations, while the broader assessment in Phase 2 will seek to disentangle these overlapping districts and overlays, possibly combining some of the elements, or eliminating others, in an effort to reduce repetition and overlap, and clarify the standards that are essential to regulating and maintaining the character of the relevant areas.

General Zoning District Recommendations

- Combine purpose statement and dimensional standards for each district in one location.
- Clarify the relationship between base zoning districts and overlay districts in instances where purposes are similar, or geographical areas overlap.

Residential Zoning Districts

Beyond organizational improvements, the LDC rewrite may also consider improvements to residential district standards.

Density. Santa Fe has numerous residential base districts, which should allow for a variety of lot sizes and development types, but the density-based district structure is confusing. While lot sizes in theory can be relatively small at 3,000-4,000 square feet per unit for single-family dwellings, development capacity is driven by density; the name of each district (R-1 through R-29) represents how many dwelling units per acre are allowed. This density-focused structure is likely to become increasingly cumbersome to implement in a city that is approaching build out, and will pose impediments to creating denser development that the city needs to accommodate growth and address the decreasing affordability of housing. The current density-based districts may also act as barriers to infill and redevelopment.

Phase 2 can investigate alternatives to a density-based system. For example, many communities regulate development based on minimum lot size rather than density; such a system can be easier to administer over the long run. However, any changes to district standards would need to be considered carefully and should minimize the creation of nonconformities. As the project progresses into Phase 2, we will have

[1] This format also would have the advantage of eliminating general references that the standards of one district are the same as those in another, as is currently done in Table 14-7.2-1: Table of Dimensional Standards for Residential Districts, when for example districts R-7 through R-9, among others, simply reference "same as R-1 to R-6" for dimensional standards including minimum lot size, height, and others.

further conversations with the community about alternatives to density-based standards to consider.

Setbacks and Building Height. The LDC update can also revisit other residential dimensional standards besides density. While current setback dimensions are relatively standard in comparison with other communities, there may be some contexts in which they could be more tailored to the kind of development that is occurring in the district, perhaps along transit corridors, where denser development should be brought up to the street through smaller minimum setbacks or perhaps maximum setbacks.

Currently, the height limit for *all* residential districts in Santa Fe – including those that would most likely be used for multi-family development – is 24 feet, or two stories. In the R-21 and R-29 districts, a height up to 36 feet (three stories) may be approved as part of a development plan. While these limits reflect the historically low-rise nature of the City's development, they limit opportunities to consider allowing greater density in certain locations to mitigate housing costs. Many residents expressed general opposition to taller buildings in Santa Fe, and this report does not recommend a unilateral increase to height limits in all districts. However, the rewrite does provide a good opportunity to target certain districts or areas where three-, four- or five-story residential structures may be allowed by right, and ensure that there are districts in place to support that type of development.

Reconsider the Development Plan Requirement. Under Chapter 14's current regulations, it may be possible to eliminate or amend some dimensional standards with approval of a development plan. While this option offers flexibility to consider alternative standards, it also requires approval by the Planning Commission at a public hearing, which prolongs the review process and creates uncertainty. This adds time and cost to these projects, compromising potential affordability gains from higher densities. Depending upon the alternatives proposed, there could also be time-consuming negotiation over the standards. Because Santa Fe has developed as a low-density town, these densities may not seem to "fit" in existing neighborhoods, and such proposals could generate significant opposition among neighbors. So, while the development plan offers an important avenue for flexibility, neither uncertainty nor prolonged processing time is a positive contributor to the cost or timely delivery of more housing. Other alternatives to allow more housing options should be considered.

The threshold for when a development plan is required should be reconsidered in the higher-density districts: R-12, R-21, and R-29. These districts are now limited to ten dwelling units per acre unless they go through the development plan process. A higher threshold before requiring a development plan would allow more density in these districts by right and help provide more housing options. The development plan requirement might also be eliminated altogether, allowing up to the full capacity that these districts can offer, i.e., 12, 21, and 29 dwellings units per acre. New standards in the LDC could be drafted to help ensure that higher-density development meets certain design quality standards. While most items in this section are Phase 2 tasks, this is an example of a targeted substantive change that might be proposed for consideration in Phase 1.

Impact of Standards on Housing. In residential contexts where the lot size and setbacks seem reasonable, the imposition of additional standards can all conspire to limit the possible type of development that can occur on a lot. It is also true that the combination of requirements that apply to a given lot (minimum lot size, minimum yard requirements, maximum height, and maximum lot coverage) all push development to occur on larger lots, even if smaller lots are permitted. This adds costs to the housing that is created on these larger lots, and can preclude housing types like attached townhomes or duplex/triplex structures. This combination of standards can also make higher-density infill, redevelopment, ADUs, and other more compact housing types challenging or impossible in exactly those areas where they are most desired. To avoid maintaining unnecessary barriers to the creation of more housing options, it may be determined

appropriate in Phase 2 to alter or eliminate some of these standards in certain contexts for projects that make substantial contributions to meeting the City's diverse housing needs.

Residential Zoning District Recommendations

- Ensure there are no conflicting standards in various overlapping base and overlay districts, and seek opportunities to clarify and streamline the regulations in overlapping areas.
- Combine all district information in one location, so purpose and applicable dimensional standards are in one place for each district.
- Consider alternatives to the current density-based structure of residential zoning districts.
- Change allowances so that the higher-density districts allow density greater than 10 dwelling units per acre without the approval of a development plan.
- Review dimensional standards to identify opportunities for flexibility, or elimination of overlapping standards to projects that make significant contributions to City housing needs.

Nonresidential Zoning Districts

A. Commercial Districts

Interviewees and survey respondents offered few comments on Santa Fe's existing commercial districts. One stakeholder mentioned that C-2 is often used for multi-family residential, rather than actual residential and mixed-use districts, because it offers more flexibility. Another noted that the C-2 standards are contradictory, though did not offer further detail. Our review focuses on Phase 1 organizational improvements and looks ahead to larger possible changes on Phase 2.

1. Improve Purpose Statements

The purpose statements for these districts should be updated in Phase 1 to provide a clearer idea of the kind of development that is appropriate in each district. The current purpose statements are not consistent in style or level of detail. For example:

- The C-1 purpose statement offers a list of allowed uses.
- The C-2 statement describes the kind of development that is not wanted in the district (strip malls) and that it should "preserve the carrying capacity of the streets and … provide for off-street parking and loading."
- It is not clear from the C-4 purpose statement how the district differs from C-1, except in its focus on "protect[ing] residential property owners who are adversely affected by heavily trafficked city roads."

These statements should be updated to indicate the scale and intensity of appropriate development, though not particular uses, and can describe the level of road classifications that normally serve them; for example, "C-2 is typically located along collector and arterial streets to accommodate the amount of traffic generated by larger-scale commercial uses permitted in the district."

2. Clarify Dimensional Standards

Table 14-7.3-1 (Dimensional Standards for Nonresidential Districts) does not make it easy to understand the applicable dimensional standards for the districts. For example:

- To understand the minimum lot size in C-1, the table says: "Same as R-21 district including residential density and open space requirements." It is unclear if this means the standard ten dwelling units per acre, or the 21 that could be allowed with a development plan (and also whether this applies to commercial development).
- The lot sizes specified in R-21 are 3,000 sq ft for single-family dwellings, or 2,000 square feet with common open space. Does this mean a minimum lot in C-1 can be 3,000 square feet? Or less depending on open space provided? Upon referring to the open space standards in Section 14-7.5, the user finds that there are

different open space standards for commercial versus residential development. At this point, a user has looked in three locations to find one applicable dimensional standard for the C-1 district, and it still not clear how the residential dimensions tie to the commercial open space standards to yield a minimum lot size in C-1.

This sort of multiple cross-referencing that nevertheless does not yield clear information is easy to clear up. As mentioned above for residential districts, each district should have its own one-page description of dimensional and other applicable standards. Even if the standards for a given district are the same as those in several other districts, this is an instance where repeating the information as many times as necessary is preferable to cross-referencing material elsewhere.

B. Mixed-Use Districts

The need for mixed-use development came up frequently in interviews and survey responses. Respondents cited the need to improve the mixed-use district, which has not been particularly successful in allowing such development, with applicants turning instead to C-2 General Commercial.

There are several initial Phase 1 recommendations to make in support of expanding mixed-use development in Santa Fe.

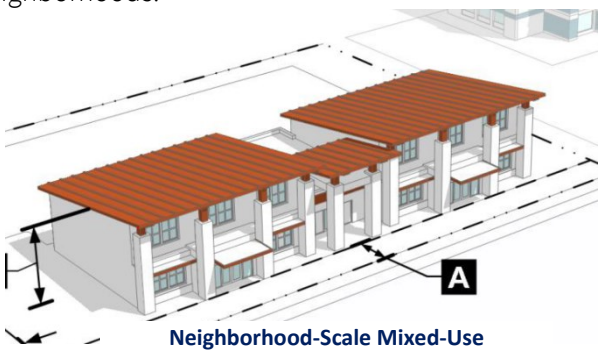
- Amend the purpose statement for the existing district[2], which currently places too much emphasis on mixed-use being infill. Some mixed-use projects will no doubt be infill, but others could be redevelopment, and new greenfield development as well. The important components are the mix of uses, and the creation of compact, walkable, pedestrian-oriented places.
- Eliminate restrictions on Building Tenant Space as described in Section 14-7.3(B)(1)(c), and the floor area and density restrictions applicable to the residential component, as described in (B)(1)(d). The Tenant Space limitation of 20,000 square feet seems like an arbitrary threshold, and would prevent, for example, living units built atop a grocery store, the average size of which is normally closer to 40,000 square feet. Specifying percent requirement of residential development always has a constraining effect on mixed-use development, since a fixed percentage rarely aligns with market demand in various contexts and locations throughout a city. We recommend instead creating more tailored districts (see below), and letting development professionals decide what the market will bear.
- Eliminate the density limitations of 12 dwelling units per acre in buildings of up to 25 feet, and 14 dwelling units per acre in buildings of 25-35 feet. With the exception of the percent residential requirement, all of these requirements appear designed to limit the scale of mixed-use. We suggest that a more effective way to do that is to create districts that reflect the desired scale in relation to context (see below).

In Phases 2 and 3, new mixed-use districts should be considered that calibrate scale to context. While mixed-use development is not appropriate everywhere, it does have advantages that make it a good option for Santa Fe to consider closely in the code update. The mixed-use zones may not be immediately necessary, but they could help provide the tools to encourage further redevelopment consistent with the General Plan. For example, mixed-use zones may be appropriate to help redevelop shopping centers and other secondary centers identified in the plan at nodes where redevelopment and additional density are desired.

Many communities often start with, for discussion, three levels of mixed-use districts: neighborhood, medium, and regional scales. Neighborhood-scale mixed use (i.e., smaller areas of five to 10 acres) could be in local commercial nodes and offer small-scale retail and services with some attached residential units, such as one or two living units atop a commercial storefront. This could be appropriate for allowing

[2] Section 14-4.3(L).

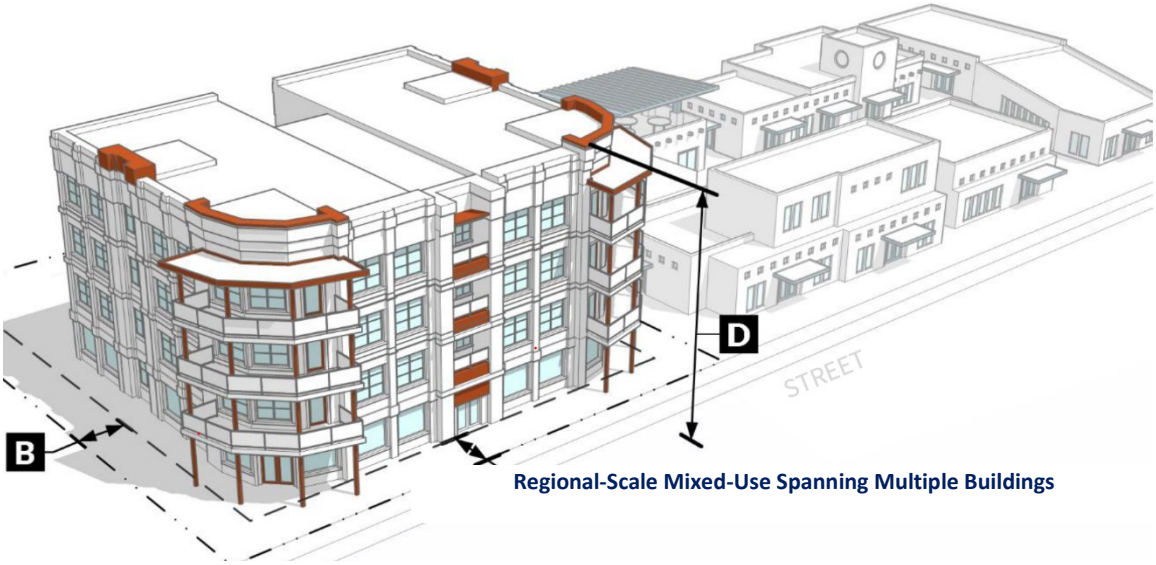
the "corner-store" type development we heard is desired in some of the newer large Santa Fe neighborhoods.



Neighborhood-Scale Mixed-Use

Medium-Scale Mixed-Use

The medium-scale district (i.e., 10 to 30 acres) could allow several stories of dwellings atop a commercial base (which would likely require adjustments to allowed height in Santa Fe). Both are illustrated above. Regional-scale developments could allow even greater height and may have separate structures that may or may not mix development types in individual buildings. This scale of development may not fit in Santa Fe, but it is illustrated below to provide an option for discussion.



Regional-Scale Mixed-Use Spanning Multiple Buildings

All mixed-use districts should be designed to emphasize pedestrian-scale development and the relationship of buildings to the streetscape, and to minimize the presence of off-street parking along street frontages. The focus of these districts should be more on the particular urban form desired, rather than the uses allowed within the districts. Standards should bring buildings to the street, require parking to be located to the side or rear of buildings, and require building designs that support a walkable, pedestrian-friendly streetscape. Illustrations and graphics will help convey the intended character of the districts.

C. Industrial Districts

The general consensus during initial stakeholder interviews was that some industrial land should be maintained in Santa Fe to serve local employment needs and to maintain a diverse economy, though industrial uses are not predominant in the city. Given the acute pressure for residential land development

in Santa Fe, ensuring that industrial lands are protected from alternate development through careful consideration of allowed uses should be one focus area for the rewrite in Phase 2. A second, larger issue is what extent of land should be preserved. As the General Plan progresses, it can provide direction on the extent and location of lands reserved for industrial and other employment uses, and the code can be tailored to support these policies accordingly.

D. Special-Purpose Base Districts

For discussion, this category includes the HZ Hospital Zone, SC Planned Shopping Center, BIP Business and Industrial Park, PRC Planned Residential Community, and PRRC Planned Resort-Residential Community districts. The primary question related to all these districts is: are they still needed?

It is unusual to see zoning districts created for specific uses, such as a hospital or shopping center. While the districts may have been created on account of other available commercial districts being insufficiently flexible to accommodate these uses, a new set of updated districts and use classifications in the new LDC may suffice to accommodate such uses in the future, without the need of specific zoning districts devoted to them.

Given that the PRC and PRRC districts both require a minimum of 160 acres, and Santa Fe does not have vast acreage of unbuilt land within city limits, is it likely that future requests for these districts will come in? For projects like the ones these districts are designed to facilitate, it may be possible to use the existing Planned Unit Development Overlay described in Section 14-5.7, rather than maintaining these districts.

Business and Industrial Park (BIP) districts are becoming less common, as communities recognize they tend to create isolated campuses on the periphery that generate traffic on account of being inaccessible by any other means. Such campuses contribute to a sprawling development pattern, at a time when most communities are switching their focus to encouraging more compact, dense, and walkable development. In lieu of these single-purpose districts, it is possible instead to adapt both light industrial and/or heavy commercial districts to allow the combination of offices, light industrial, and supporting uses that these BIP districts were created to accommodate.

E. Parkland and Open Space District

There is currently no zone for parkland and open space. By default, such lands are zoned R1 Residential, which raises concerns about the potential for development in parks, given the purpose and permitted uses of the R1 district. A new zoning district that can be applied to existing and future parks and open space can be created in Phase 1 to address this concern.

Nonresidential Zoning District Recommendations

- Update purpose statements of commercial districts to provide a better description of the kind of development that is desired in the different districts.
- Reorganize information in commercial districts so each district explains applicable standards, rather than referencing users to various other locations to find applicable standards.
- Improve and expand mixed-use districts, possibly through the creation of districts that are tailored to scale and intensity of mixed-use development.
- Determine proper location and extent for industrial land, and preserve industrially-zoned land for industrial uses.
- Assess the need to retain special-purpose base districts such as the HZ Hospital Zone, BIP Business and Industrial Park District, PRC Planned Residential Community District, PRRC Planned Resort-Residential Community District, and SC Planned Shopping Center districts.
- Create Parks and Open Space District, which includes trails.

Overlay Districts

Overlay districts apply special standards to particular areas, in addition to base zoning standards. They can be important tools to protect unique resources or to allow flexibility in certain areas and development contexts. However, the additional level of regulation they provide can be challenging to administer and enforce, and for the public to understand. Many communities look to fine-tune their overlay districts during code update projects. They update standards to reflect current conditions, and they also investigate whether older overlays can potentially be streamlined or eliminated through updated base zone districts or development standards.

Santa Fe has nearly a dozen overlay districts. While some of these, such as the Historic Districts and the Archaeological Review Overlay, are central to the history and character of the city and will need to be carried forward (with edits), it is possible that others could be eliminated with the application of more flexible, updated base zoning districts. Phase 1 of this project will focus on necessary content reorganization and updates to the existing overlay districts, while Phase 2 will examine broader issues, including whether some existing overlays could be eliminated.

The sections below discuss the overlays that received the most discussion during initial project meetings and stakeholder feedback. The overlays not specifically mentioned here (Planned Unit Development District, Ecological Resource Protection Overlay, Neighborhood Conservation Overlay, and West Santa Fe River Corridor Overlay) will nevertheless be reviewed and updated as part of the overall rewrite, most likely during Phase 2.

A. Historic Districts

In Section 14-5.2, *Historic Districts*, subsections (A) through (D) apply to all historic districts, while subsections I through (I) apply to particular subdistricts. Subsections (J) through (N) are also related to historic districts, but cover various related topics, such as historic compounds, the creation of historic districts, designation of landmarks, plus state and county projects (such as public schools). According to stakeholders, these sections are challenging to navigate and understand. It is not clear how the general requirements in subsections A-D (*General Provisions, Minimum Maintenance Requirements, Regulation of Significant and Contributing Structures in Historic Districts*, and particularly *General Design Standards for All H Districts*) relate to or are superseded by the standards in the individual subsections. Also, the organizational structure for the different subsections is not standard, so that the same information is not necessarily included in each overlay. These issues of structural reorganization, content consistency, elimination of repetition, and other changes for clarity and usability will be addressed in Phase 1 of the rewrite project.

Reorganize Information. Information should be organized from general to specific, and should generally follow the sequencing of activities subject to regulation. Thus, information on creating districts and designating landmarks will precede information on the standards that apply in the districts so created and to the landmarked structures. This will be followed by the standards that apply in all districts, such as the General Design Standards for All H Districts, with the explanation that all standards in this section apply to every subdistrict, and that any additional, district-specific standards are described in the particular district subsection. Finally, information that is currently repeated (though with slightly different variation on phrasing) in various subsections, such as standards regarding solar installations and screening requirements for mechanical equipment, will be relocated to the general standards, to eliminate repetition.

Include Maps, Photos, and Illustrations. As with all parts of Chapter 14, a lack of effective graphics makes understanding of the overlay district regulations challenging. Examples of where text could be conveyed far more effectively through the use of photos, illustrations, or other graphics include:

- A boundary map is missing of the historic district and subdistricts. Currently, Section 14-5.2(A)(3), *Boundaries*, simply says "The boundaries for the historic district are as shown on the map attached hereto and incorporated herein to the historic district ordinance, and as shown on the official map, located in the city planning and land use department." There is an editor's note that the boundary is shown on the official zoning map, though no indication of how a user would access that. The specific subdistricts such as Don Gaspar or Downtown and Eastside do not even have this level of explanation about the areas they encompass. A map should be included for each district and subdistrict. While this may not be practical for historic compounds, it could be done for districts with defined boundaries that are not frequently subject to change. Boundary maps also can be especially helpful in illustrating where more than one overlay applies, such as the BCD, historic, and downtown overlays.
- The acceptable color palette could be depicted with actual colors (and associated RBG values), rather than the vague text description that colors can be "brown, tan, or local earth tones. This does not include chocolate brown colors or white except dull or matte off-white (yeso).
- Illustrations of what "wall dominated" design, and other design features such as allowed extent of fenestration on a façade, should look like.
- The description of the characteristics that distinguish the Old Santa Fe Style from the Recent Santa Fe Style in the Downtown and Eastside Design Standards would benefit enormously from photos that show and contrast the design features the section describes.

Standardize Information. The information included for each of the sub-districts varies, which is confusing for users who have a difficult time finding all relevant information. This issue is partially because of successive insertions of information into the code that have happened over time, with the result that like information is not grouped together, and there is no standard for what information should be included in each section. This can be standardized as part of Phase 1. One example of a district that can be improved through standardization is the Downtown and Eastside. Unlike other subdistricts, the Downtown and Eastside overlay does define the development characteristics that distinguish it, through definition of Old Santa Fe Style, and Recent Santa Fe Style. It is not clear, however, how much of this is just descriptive content, and how much of it is mandatory standards.

This could be clearer if such information were presented in a standard fashion, as described below. Each of the subdistricts should include:

- Purpose Statement. While there is a general purpose statement for the historic districts, each subdistrict should have an explanation of the distinguishing features or characteristics that the overlay aims to protect. For example, what makes Don Gaspar different from Downtown, to which it is proximate?
- Boundary. A map that shows the extent of the overlay should be included for each subdistrict.
- Applicability. This should explain how the regulations apply to structures within the district. In particular, there is currently no explanation of whether standards apply to non-contributing structures within a subdistrict, or if different standards apply to contributing structures versus significant or landmarked structures.
- What Activity is Regulated. Generally, this will explain that the standards apply in cases of construction or alteration. Since demolition is not subject to the standards, it should be addressed separately.
- Standards. This section should explain what is regulated (windows, doors, height, materials, etc.) in the given district. Standards included are specific to the subdistrict, and not a repeat of generally applicable standards, such as regulations for greenhouses, solar installations, screening requirements for mechanical

equipment, as is currently the case in Chapter 14. Instead, users will be directed to find this information in the general standards that apply to all districts.

Clarify Vague or Confusing Provisions. Interviewees and survey respondents indicated that certain information is unclear in the code, or not included at all, and is applied case-by-case on the basis of staff knowledge. We will work with staff to identify practices where this is the case, and update the code to reflect the practice.

- An example is the designation of "primary façade," which is implemented through practice rather than regulation, and it proves problematic for the designation of contributing buildings. Although the definition of the term does specify it can apply to "One or more principal faces or elevations of a building with features that define the character of the building's architecture," the phrase itself seems to imply to opposite, leading to confusion. The terminology could be amended to eliminate the word "primary," but what constitutes a primary façade, the basis for this determination, and the regulations that apply as a result, needs to be in the code.
- "Non-contributing structure" is a defined term in the code; however, the districts currently do not explain if or how the standards they describe apply to non-contributing structures within a district.
- There are also opportunities for clarification in situations where the code describes actions that will be taken, like determination of the list of eligible historic compounds, or recommendation of a map that designates structures for the purpose of regulating landmark structures. There is no indication of whether these actions have been accomplished. If so, these sections can be eliminated, or replaced with the information resources they created.
- There was also mention among stakeholders of the need to clarify regulations for height and height step backs (both issues that apply generally in the code, and not limited to historic districts). Height regulation is one of the central components in the historic districts, so it is important that its measurement and application be clearly described. Step backs are also mentioned, but need to have specific detail or standards included.
- The Downtown and Eastside Overlay defines both "Old Santa Fe Style" and "Recent Santa Fe Style." It does not include any other information that would be helpful to users trying to understand where and how the old or recent styles apply. This section could benefit from clarification regarding timing or eras when the style was prevalent, as in "Old Santa Fe styles dates from 1600 to 1850, while New Santa Fe style emerged after 1925…" and any explanation of areas where one of the styles is predominant over the other. It would also help to explain when the requirements apply – in the case of construction or alteration, as in the other subsections? Some of this clarification will be provided through the inclusion of standardized information in each of the sections, but in other cases such as this one, additional information may need to be included to make the standards clearer.

These are some examples of information that need to be expanded and clarified. As the review and update proceeds, other items will be added to this list as they become apparent. As many clarifications as possible will be included in Phase 1, but this aspect of the update will likely extend beyond into Phase 2 as well.

Update Standards for Materials and Practice. Interviews and surveys made several mentions of the fact that the code is out-of-date and not kept pace with modern preservation guidelines, such as ADA compliance requirements and allowance for solar installation. Stakeholders also indicated that materials standards should be updated so they are no longer referencing materials common in previous eras and instead reflect contemporary best practice. The need to update materials was accompanied by the suggestion to be more specific about what materials are acceptable (stucco? Or cementitious stucco?), in the hope that more detailed guidelines will be helpful in producing intended development outcomes, and reduce instances of superficial guidelines allowing project design that is more focused on cost than quality.

Revise Procedures. Several aspects of procedures were mentioned as being in need of revision. First, there was a suggestion to revise the designation process. Clarifying the use of historic exceptions – should these be common? Or hard to obtain? – was also mentioned numerous times, as was the possibility of not allowing variances in the historic district (or other overlays either). We propose to undertake these items as part of Phase 2, as we believe it is important to establish clear regulations prior to trying to devise appropriate procedures – and approval criteria – that implement them. It is also possible that improvements to the base regulations may reduce the need to seek exceptions or variances.

Review H-Board Authority and Composition. Concurrent with revising the procedures themselves is the assessment of what decisions the Historic Districts Review Board (H-Board) can make, and what decisions could be delegated to staff, assigned to a Hearing Officer, or reserved for the governing body. This assessment can be part of the larger review described in the Procedures section of this report, where improved approval criteria may lead to delegation of authority, because the clearer standards can produce predictable decisions. As with the revision of the procedures themselves, this assessment is proposed as part of Phase 2 of this project.

If there is support for reviewing the requirements regarding the composition of the board, associated membership qualifications, or reconsidering certain decisions that may beyond the typical authority of such boards (such as appeals of final actions of the land use director interpreting or applying historic district regulations), we suggest those be undertaken in Phase 2 as well. During that phase, suggestions such as imposing term limits for Board members, inviting more organizations to make recommendations for board members, and revising required professional qualifications so the Board's composition is more representative of the City's population, can be undertaken at that time.

Clarify Historic Sign Regulations. Clarifications on historic sign regulations will be included in the Phase 1 review of the Historic Overlay. Examples of clarifications needed include: how to deal with a sign once it becomes historic, and whether black and white should count among the three colors permitted for historic signs.

Historic District Overlay Recommendations

- Reorganize information within a logical hierarchy that progresses from general information to more specific information.
- Include maps that depict district boundaries, and photos and illustrations to help users understand design requirements.
- Standardize the elements of information that are included in each of the sub-districts. These sub sections should not repeat generally applicable standards, which will be covered in a section of standards that apply to all historic districts and should only contain subdistrict-specific information and regulations.
- Clarify information and codify standard practice for common processes that are not described in the current code.
- Update standards and materials requirements to reflect contemporary practice.
- Revise procedures, accompanied by review of decision-making authority and H-Board composition and qualifications requirements.
- Review and clarify historic signs regulations.

B. Archaeological Review Districts

Improve Organization. Section 14-5.3, *Archaeological Review Districts*, actually contains little information about the overlay districts. The majority of information pertinent to this overlay is located in the Review

and Approval Procedures Article, in Section 14-3.13, *Archaeological Clearance Permits*. While information specific to the procedure should remain in that section, a majority of the content should be relocated to the overlay in Section 14-5.3. This includes all of Section 14-3.13 (B), Applicability; information related to treatment in each of the three archaeological review districts; and the information in Section 14-3.13 (D),*Other General Provisions*. That would separate the steps of the review process from the substantial regulatory content that applies in the overlay.

Clarify Subdistrict Boundaries. Similar to the historic subdistricts, there is a need to clarify what the boundaries of the three archaeological subdistricts are. Currently, very general descriptions (e.g., "the center of Santa Fe since 1610" and land along "the primary transportation routes important to the settlement of Santa Fe") are insufficient in defining the parameters where the subdistricts apply. This section does not even include the explanation that boundaries can be seen on a map in the planning office or on the zoning map. While maps with the boundaries should be available in both of those places, they should also be included in this subsection of the code.

Align Conflicting State and Local Regulations and Terminology. Workers in Archaeological Review Districts are required to follow state law, yet the local code is not always in alignment with those regulations. One example is that using a backhoe is in direct conflict with state regulations, where use of power equipment is prohibited, yet is being allowed in Santa Fe. Even if the state does not always enforce this requirement, it would be beneficial to do so locally. In this as in other instances, interviewees suggested that, at a minimum, the local regulations should align with what the state does, and then where those requirements are judged insufficient, the local regulations can supplement with additional regulation. While this reconciliation will begin in Phase 1 of the project, and include reconciliation of terms to align with state and federal terminology, decisions on shortcomings of state regulations and the need to augment local requirements as a result would likely be part of Phase 2.

Re-Examine Clearance Permit Requirements. Stakeholders noted a variety of suggested improvements to the Clearance Permit requirements, listed below. We believe all of these can be proposed in Phase 1 .

In the Historic Downtown Review District, there is a requirement for a test of two percent of the lot area to be done by hand. The rest is allowed to be done by "mechanical equipment." Stakeholders suggested reexamination of this requirement suggested two possibilities for improvement. The first is to require that the test be conducted within the area of the lot where the development is proposed, not just anywhere on the lot. The second suggested improvement is to require that more than two percent of the lot be tested, either a greater expanse in one location (five-ten percent) or that multiple tests be conducted at various locations.

Another suggested improvement to the permit process include tying an Archaeological Clearance Permit to a specific project. Currently, Santa Fe allows the property, once cleared, to go ahead with any kind of development, because the clearance extends in time beyond the specific project. An alternative link the permit to the project, not the piece of land. If a project does not come to fruition, future development proposals for the same piece of property would need to secure a new permit.

It would also be an improvement, in the estimation of the Archaeological Review Committee, to relate findings on adjacent lots to one another, rather than considering them in isolation. This could lead to a requirement that, if remains have been found on a property adjacent to the one where development is being proposed, the test on that property would need to be conducted in a location proximate to where remains were found on the adjacent lot.

Finally, conditions of approval associated with a permit are often not clear, with the result that work is not

being done in compliance with approvals. There is currently no enforcement process for ARC clearance permits, but the presence of a professional archaeologist on staff could help with interpretation and compliance with conditions, and also with compliance issues, should they arise.

Refocus Emphasis on Preservation not Process. In revisiting the process by which ARC permits are issued, Phase 2 of this project can attempt to streamline the procedures. The focus of a review would be to minimize the Committee's burden of reports and paperwork, instead allowing it to focus more of its attention on determining if a site has archaeological resources significant enough to warrant protection. The current procedural emphasis reportedly focuses on bureaucratic aspects of preservation, rather than verifying the presence and preservation of unprotected resources.

Archeological Review District Overlay Recommendations

- Relocate substantive information from the Review and Approval Procedures Article, in Section 14-3.13, *Archaeological Clearance Permits*, to Section 14-5.3, *Archaeological Review Districts*. What remains in Section 14-3.13 should focus on the steps of the review process.
- Clarify archaeological subdistrict boundaries with the inclusion of maps that show what areas the subdistricts cover.
- Align conflicting state and local regulations and terminology; augment local regulations as warranted by limitations in state requirements.
- Adjust Archaeological Clearance Permit to include testing more specific areas of lots to be developed, testing a greater extent of the lots, tying permits to projects rather than locations, and relating findings on adjacent lots to one another.
- Review ARC process to ensure emphasis is on preservation of resources, rather than completion of paperwork.

C. Escarpment Overlay

Streamline and Clarify. A significant amount of the material in this overlay, including three subsections devoted to purpose and intent, one to district boundaries, and the provisions related to location of structures and buildable sites, is unnecessarily long and repetitive. As one interviewee observed, "The policy is simple: we don't want to see your house on the mountain." These sections can be more concise in conveying that essential point. Example clarifications include:

- In Section 14-5.6(D)(1)-(3), the extensive repetition makes these provisions longer than they need to be, when all they are effectively saying is: Development rights granted prior to 2/26/92 are more permissive in the overlay than those granted after; and, buildable sites should be outside ridgetop area. An alternative location on a lot may be approved by staff as the buildable site if the visual impact is the same or less than the original buildable area. ("Ridegtop" and "foothills" are shown on the Escarpment Overlay map, but neither term is defined. "View line" is defined, though by reference to these two undefined terms.)
- Section 14-5.6(D)(4) relates to procedures and should be relocated to that section. We note that the requirement for notice to be posted with a building permit application is unusual. While there may be value in informing neighbors of impending construction, this should be balanced against the potential frustration that there is not really any venue for neighbors to respond to this information. There is no public hearing, and while neighbors can contact staff if they have concerns, it is unlikely their concerns will change building plans or permit approvals. We would like feedback on whether there is value in this notification, and if staff believe the procedure should continue.

Revise Description for How to Measure Height. Few issues surfaced related to the Architectural Standards of the overlay, but Site Standards – height, in particular – was the most frequently cited difficulty in implementing the escarpment overlay regulations. The method for measuring height is described in

Section 14-5.6(F)(4) and (5). This section is complicated, without being precise or comprehensible. The instructions in these sections will be revised for clarity, but an equally important addition will be illustrations, augmented with explanatory captions, that will help to show users how height measurements are applied from differing grades.

Landscaping and Screening Requirements. Most of the information contained in Section 14-5.6(G), Landscaping actually has to do with screening and revegetation for disturbed slopes. It should be labelled as such, with the two provisions that deal with landscaping for structures (provisions (6) and (7)) separated in their own subsection. It is also worth noting that provision (5) of this subsection, exempts "Slopes screened from view from any adjacent public street , way, or place by buildings , walls , or fences are exempt from the provisions of Subsections (2) and (3)." Subsections (2) and (3) are the substantial standards that apply to disturbed slopes. We recommend that these provisions should apply whether the slope is visible or not: the required screening is in some measure related to aesthetics, but a more important consideration would be stabilization and erosion control, which should apply regardless of whether a slope is visible from the right-of-way.

Escarpment Overlay Recommendations

- Revise content to eliminate repetition, use simpler language, and eliminate outdated provisions if applicable.
- Simplify method for measuring height. Ensure that the explanation is clear and can be consistently applied throughout the code.
- Separate slope screening and revegetation requirements from structure landscaping requirements.

D. Other Overlays

1. RS Residential Suite Hotel/Motel Overlay District

With the elimination of the SC Planned Shopping Center district, this associated overlay would also be eliminated. Requests for residential suite hotels can be accommodated in base districts, with associated use-specific standards to mitigate impacts related to scale, location, or traffic generation, as warranted.

RS Residential Suite Hotel/Motel Overlay District Recommendation

- Eliminate this overlay, along with elimination of the base district (Shopping Center) with which it is associated.

2. Arts and Crafts District

This overlay is likely one that can be eliminated with improvements to the base code. The uses allowed in the overlay can either be accommodated through the application of a small-scale neighborhood mixed-use district, permission for certain artisanal manufacturing or "maker" uses in districts where Arts and Crafts are desirable, or expanded allowances and permissions for home occupations. It does not seem that an overlay is necessary to allow or encourage this kind of development.

Arts and Craft District Overlay Recommendation

- Eliminate the Arts and Crafts overlay district.

3. Highway Corridor Protection Districts/Airport Road Overlay

Some of the highway corridor protection overlays came up in stakeholder interviews or survey responses, while others did not. However, in our review, they appear to promote a kind of auto-oriented development that the City does not want to see, particularly in areas closer to downtown, where more walkable, transit-oriented development is desired. Prior to any changes to these overlays in Phase 2, further discussion is necessary on what elements of these overlays and subdistricts that should be retained, and whether some could be replaced by base zoning districts that achieve the same goals the overlay aims to accomplish, or amended to promote denser, more walkable development.

In the Airport Road Overlay in particular, there is an unusual amount of regulation dedicated to Alcoholic Beverage Sales Activities. Some standards seem like they would be laborious to enforce, such as requirements related to how alcoholic beverages should be displayed, and how employees should access these products. Because these prohibitions as written could be preventing desirable uses along this corridor, such as grocery stores or certain restaurants, they will be eliminated in Phase 1.

Finally, beyond alcoholic beverage regulations, some of the other development requirements are unusually prescriptive. Describing what site furnishings must be provided, and where, as is required in provision©(9), is an unusually detailed level of regulation, which may not even serve to accomplish the stated purpose of the Overlay (let alone be enforceable by city staff). The requirement to place a bench along the street frontage of a traffic corridor does not "establish an attractive, street-oriented character," by failing to address whether there is anything sufficiently inviting -- or whether sitting adjacent to traffic feels sufficiently safe – to encourage the use of such a fixture once provided.

Highway Corridor Protection Districts Recommendation
• Revisit the purpose of the highway corridors and assess if they are producing the kind of development the city would like to see within these areas. Revise as warranted.

4. Midtown Local Innovation Corridor (LINC) Overlay

This is one of the City's newest overlays, created as a result of the extensive engagement that went into the creation of the Midtown Master Plan effort. Stakeholders made few comments on, or suggestions for immediate revision to, the overlay beyond some proposals to extend it to other areas of the city, particularly those where redevelopment is desired, or the possibility of converting the overlay into a base district for the area where it applies. We propose to carry forward this overlay with no changes to content in Phase 1, but possible expansions and updates will be considered in Phase 2..

Midtown Local Innovation Corridor (LINC) Overlay Recommendation
• Carry forward LINC overlay without changes (pending further Phase 2 discussion).

Land Uses and Use-Specific Standards

Table of Permitted Uses

A central feature of Article 14-6, Permitted Uses and Use Regulations, is the Table of Permitted Uses (Table 14-6.1-1). While we do recommend changes to the content of the Table (described below), the structure is good, with uses grouped in categories (Residential) and subcategories (Household Living). The table structure will be carried forward in Phase 1, though reformatted to improve usability. Here is a sample from another Clarion code, illustrating how a formatted use table might look.

Table 3.1
Table of Allowed Uses
P = permitted **C** = conditional use permit required **A** = accessory **Blank Cell** = use prohibited

	Residential									Non-Residential						Other			Use-Specific Standards
	RS-70	RS-35	RS-18	RS-10	RS-6	RMH	RM-1	RM-2	RM-3	M1	M2	M3	CO	IN	L	CF	OS	OC	
RESIDENTIAL																			
Household Living																			
Dwelling, Co-Housing							P	P	C	P								P	3.3.A(1)
Dwelling, Duplex							P	P	C	P	P							P	
Dwelling, Live/Work										P	C	P	C	C	C			P	3.3.A(2)
Dwelling, Multifamily							P	P	P	P	P	P	P	P	P			P	3.3.A(3)
Dwelling, Single-Family Attached							P	P	C	P	P		C		C			P	3.3.A(4)
Dwelling, Single-Family Detached	P	P	P	P	P	P	P	P	C	C								P	3.3.A(5)
Manufactured Home					P	P	C	C	C										3.3.A(6)
Group Living																			
Assisted Living Facility										P	P	P	P		P	P			
Dormitory							C	C	C	C	P	P	C						

A. Table Format Updates

The Phase 1 review will focus on the following format/organization revisions to the table (substantive edits are discussed in the following section).

Special Use Permit. In Phase 1, the name for this procedure will be changed to Conditional Use. This change in terminology recognizes that the procedure and associated approval is not as simple as, for example, review and approval of a building permit. Instead, the procedure considers the appropriateness of a use in a given location, and may require associated conditions of approval to mitigate impacts of the use if it is approved. The name change will be applied in Phase 1, but whether the allowance for such a request changes will be part of the Review of Use Permissions described below, that will be part of Phase 2.

Table Notes. Here as elsewhere, minimizing table notes will be a focus. While including table notes is sometimes useful, the greater the number of them, the easier it is for a user to miss important information. For this use table in particular, these notes should not be used to convey use-specific

standards, as many of them do. For example, Note 2, pertaining to various uses in the mixed-use district, states: "Hours of operation limited to 7 a.m. to 10 p.m." This should be a use-specific standard for each of the uses to which it applies.

Use-Specific Standards. In the far-right column, the current use table contains a cross reference for applicable use-specific standards. This is a good practice. While some of the references in this column are live links in Chapter 14, others are not, or the link only leads to a section, but not a subsection or the specific relevant content. In the updated table, where use-specific standards apply, each of these references will be a live link that takes a user to the exact location of the pertinent use standards.

Accessory Uses. Chapter 14 does have a section dedicated to Accessory Uses, though some of the content in Section 14-6.3(B)(2) does not match the permissions shown in the Use Table (private barbecue pits and private swimming pools are one example). This content should be consistent, or if there is a reason for the difference, that should be explained. The update will reconcile such discrepancies, or add an explanation for them. The update can also consider whether Accessory Uses should be treated in a separate section or integrated into the other categories and subcategories of the table. Such integration can make it easier for users to understand when a use that can be either primary or accessory (outdoor storage) is permitted, and where.

Temporary Uses. There is a code section on Temporary Uses in 14-6.4, but this content does not appear in the table. Generally, these uses should appear in the Table, with common temporary uses added in this category. Common temporary uses often include: special events, seasonal sales, temporary on-site construction buildings, leasing offices, storage pods, and itinerant vendors. If these are not inclusive of all the temporary uses that occur in Santa Fe, we will work with staff to identify any others that need to be included.

Table Format Update Recommendations

- Improve formatting, eliminate table notes to the greatest extent possible in the Table of Allowed Uses, change "special use permit" to "conditional use," and ensure that links to use-specific standards lead to precise locations, rather than general categories or subcategories.
- Include Accessory and Temporary Uses in the master table and ensure that all permissions for these uses are reflected accurately.

B. Table of Permitted Uses: Substantive Review/Update

The Phase 2 substantive review of table content will have three components.

Review Existing Uses. First, a review of existing uses to determine if new uses need to be added (more on this below) or obsolete uses removed. This step will also include determination on whether any of the existing uses should be moved to a different category or subcategory.

- An example of a possible change in use category is the classification of Personal care facilities for the elderly, which is currently listed as a Service Establishment, along with dry cleaners and hair salons. This use likely would be more appropriately categorized as either Group Living, or Hospitals and Extended Care Facilities.

As a final element of this first component of review, we will look for opportunities to streamline the permitted uses, making for a shorter, more usable table.

- The various Retail uses are a good example where the numerous separate varieties of retail use – antique stores, bookshops, furniture stores, grocery stores, etc. – can be collapsed into fewer separate uses. In most cases, what is being sold, is secondary to how large the establishment is, which has a greater bearing on the

impact of the use than whether a book or a shirt is being sold. As such, with the exception of cannabis-related uses, we propose regulation of retail on the basis of the size of the establishment.

Review of Use Permissions. The second review component in Phase 2 will involve reviewing the permissions for all the existing uses. Are there certain uses that should be permitted more widely? Are there some uses that, with the appropriate use-specific standards, could be allowed by right, rather than requiring a special use review? Getting use permissions right can help speed up appropriate development by relying less on individual review, interpretation, and public decision-making.

Revisit Use-Specific Standards. The last element in the Phase 2 review of existing uses is to revisit use-specific standards. As mentioned above, some uses could be allowed by right with the addition of appropriate standards. Others could benefit from updates to the applicable use-specific standards. Here a number of examples where that applies:

- Short-Term Rentals. How to properly regulate short-term rentals is a hot topic in many communities, and particularly those like Santa Fe that have a strong tourism element to their economy. It is an area of regulation that is frequently evolving, and this review can take into account the city's policy approach to short-term rentals and align the regulations accordingly. Here are some elements the review can address:
    - The limit of 1,000 permits for STRs in residential zones may face legal challenge as an arbitrary limit.
    - The limitation on more than 12 STRs in multi-family structures eliminates the possibility of a new type of short-term rental that is becoming increasingly common, where a multi-family structure is professionally managed as STRs. Because the units are professionally managed with dedicated staff on-site, some neighbors find these kinds of rentals more desirable than an absentee corporate landlord renting units in a multi-family structure (regardless of number).
    - Some regulations seem unenforceable, such as the total number of guests that may occupy a short-term rental unit is twice the number of bedrooms, which further does not take into account living areas that may be converted to sleeping areas at night. The host platform regulations also seem like they might be difficult of enforcement. What happens if the host platforms don't comply?
    - The regulation that an owner or operator shall not allow guests to park recreational vehicles on site or on the street could be tailored to allow instances where on a large lot, it may be fine to park on RV on-site.
- Telecommunications / Wireless. The city's existing standards will be reviewed and updated to comply with federal standards for regulating this use.

- Accessory Dwelling Units. ADUs can be an important component in a strategy to expand more diverse, lesser cost housing in the city, and our review indicates that the city has adopted a permissive set of standards that should be helpful in promoting the creation of ADUs. It is a good practice that ADUs do not count towards the zoning district's permitted maximum density, so they are essentially allowed on every conforming lot. It is also a good practice that they can be the same size as the principal dwelling unit, or 1,500 square feet (whichever is less), as this can enable up to two bedrooms. Many communities have much lower maximum floor area limits, which limits who may be able to live in such units. It is also a good practice to allow on-street parking to count as a required parking space (if that parking is available without restriction). However, the city could revisit the requirement that ADUs have to provide dedicated parking. Currently, projects over 1,000 square feet must provide two spaces for the unit. If both spaces must be provided on the lot, in combination with lot coverage limits and open space requirements, larger floor area ADU projects could be rendered impossible. While the definition for ADUs will be updated as part of Phase 1, along with a clarification of how allowable square footage is measured, other potential changes to applicable ADU standards will be considered as part of Phase 2 of this project.

Use Permissions and Use-Specific Standards Recommendations

- Review existing uses and edit as warranted – recategorize certain uses, consolidate others to streamline table, eliminate obsolete uses.
- Review permissions for each use, including whether some uses could be allowed more widely if accompanied by appropriate use-specific standards.
- Update existing use-specific standards, including those for ADUs, and include standards to enable particular housing types, such as attached townhomes and duplex/triplex structures.

Expand Residential Building Types to Promote Housing Diversity

The increasing lack of affordability of housing arose numerous times as a critical concern in Santa Fe. While the city is unusual in, theoretically, allowing multi-family in all residential districts where single-family dwellings are allowed (except R-7(I)), the density limitations built into the districts actually prevents this in most instances. The regulations also mention a very limited number of housing typologies: Multiple-Family, Single-Family, Manufactured Home, Mobile Home, and Short-Term Rental. A manufactured home is a single-family dwelling, and does not need to be listed separately, as long as the definition of single-family dwelling is updated accordingly, and a short-term rental is closer to commercial lodging than housing. This leaves three types of housing, one of which (mobile home) is only allowed with a special use approval.

According to stakeholder feedback, the city should promote construction of a greater diversity of housing types, both in support of enhanced affordability, and to support varying household types (single-person households, housing for aging/elderly residents, intergenerational families) through different housing products. At a minimum, new housing types should be included in the Table of Allowed Uses, including: attached townhomes, 2-4 unit structures (duplex, triplex, and quadplex), tiny homes, and live-work units.[3] While the current code does not preclude these housing types, stakeholders mentioned that the lack of specific standards to enable them makes them particularly hard to build under current regulations.

While merely permitting different housing types will not on its own cause more of them to be built, if there are established permissions and standards for these housing types they will become less risky and time-consuming for developers to propose to build. Over time, the city is likely to see more of them, and with incentives, the expansion of these housing types – all of which are less expensive than single-family homes, and which generate less opposition than large apartment complexes – can occur more rapidly. Standards that are encouraging for smaller apartment structures of 5-10 units are also important. All these housing types make up the "missing middle" that is needed in Santa Fe to expand the options for more affordable housing than detached single family homes. Some examples of this kind of housing already exist as part of Santa Fe's traditional urban pattern, through residential compounds and condos, which fit within the existing character of the city, while allowing added density. Another important consideration is that, because of their modest scale, these types of structures can often be integrated into the existing fabric of neighborhoods and communities without disruption. In communities like Santa Fe that will be seeing an increasing amount of infill, rather than greenfield construction, in the future, making sure somewhat more dense new housing options can fit within the existing fabric if the community is critical.

[3] STAFF: Phase 1 or 2?

Another popular missing-middle housing option the is accessory dwelling unit, discussed above in the use-specific standards section. These are permitted in Santa Fe the city has adopted a permissive set of standards that should be helpful in promoting the creation of ADUs.

Housing Diversity Recommendation

- Expand the types of housing types that are allowed and include use-specific standards to facilitate their construction.

Add Other New Uses

The allowed uses in a modern city are always evolving, with the expansion of previously uncommon businesses (doggie day care), the disappearance of obsolete businesses (video rental stores), and various shifting trends related to technology and demographics. The new LDC should address land uses and use-specific standards for new uses that are increasingly common but are not addressed in Santa Fe's current regulations. Such uses might include:

A. Artisan Manufacturing

These "maker" uses are usually a hybrid between small-scale light industrial, office, and retail uses. For example, an artisan who owns a small welding business where they fabricate metal artwork and sell the products in a retail space, or an artist who fabricates ceramics and sells the products direct to consumers. Some communities establish clear size thresholds for production and manufacturing and prohibit or limit distribution, warehousing, and/or wholesaling.

These "maker" uses are not dissimilar to those that Santa Fe's Arts and Crafts overlay intends to accommodate. Given the products that are created; however, they may be of an intensity that does not work in residential areas. Instead, they might fit better in mixed-use or commercial districts, rather than being relegated to industrial zones. For example, a small-scale distillery would likely not make a good residential neighbor, but also does not need to be confined to industrial zones. In considering these uses, it is important to establish clear size thresholds for production and manufacturing and prohibit or limit distribution, warehousing, and/or wholesaling.

B. Private Art and Event Spaces

Expansion of uses similar to Meow Wolf that combine private arts-based community spaces and event centers are expanding in the community. These uses combine aspects of a museum with an event center, and may require a new use classification and permissions.

C. Conversion of Roadside Motels to Housing

Open space, parking, and kitchen requirements can be impediments to this use. To the extent the city wishes to promote these conversions as a source of affordable housing or transitional housing for previously homeless individuals, standards can be tailored to facilitate this use.

D. Outdoor Dining, Mobile Food Trucks and Food Courts, or other Itinerant Vending

Another area where regulation is evolving to reflect frequently changing business practices, staff have mentioned the need for updated, post-COVID standards for outdoor dining. Standards for similar or related uses, such as mobile food trucks and temporary, fixed-location food courts, can be added as needed, depending on the demand for these uses in Santa Fe.

E. Doggie Day Care

This is a rapidly proliferating use that often does not require the same strict regulation that 24-hour kennels or boarding operations do.

F. Fulfilment Centers and Data Centers

Because of the size of these facilities and their impacts in terms of traffic, and energy/ water use, many communities are adopting design standards, along with more strict regulation on size and operations.

G. New Cannabis Uses

Communities are beginning to regulate for cannabis uses aside from production facilities or retail storefronts. A common concern is the proper allowance and regulation for consumption facilities, such as hookah lounges.

H. Special Events

As a community with many special events occurring year-round, it is reasonable to consider how best to handle the implications of these events on nearby properties.

New Use Recommendation

- Add new uses, accompanied by use-specific standards where appropriate.

Development and Design Quality Standards

Setting a high bar for development aesthetics and quality is important for Santa Fe to protect its neighborhoods and sensitive resources, maintain its cultural, historical, and tourism attractions, and simultaneously allow areas for growth and change . A decades-long tradition of maintaining high standards for the appearance of new development has led to Santa Fe being seen as a positive model of attractive site and building design that sets the city apart from any other community in the state or country.

The LDC's standards regarding development quality range from the broad array of site and building design standards in the historic districts overlay, to freestanding articles that focus on specific topics like grading and drainage. The challenge moving forward will be to take the adopted standards to the next level by:

- Providing more certainty—specifically, by removing vague language and rewriting ambiguous standards, and by clarifying the distinction between standards and guidelines;
- Ensuring that all standards work together, by eliminating repetition and clarifying which standards control in case of conflict; and
- Providing greater flexibility (through menus and options) to achieve compliance with the LDC while still not restricting creativity.

The following sections discuss the major issues that surfaced during stakeholder interviews and our background analysis. Further details are included in the detailed review of current regulations table that accompanies this report.

Vehicle Parking

Parking requirements were mentioned frequently during interviews and in survey responses. Most commenters agreed that a reduction in requirements should be considered, though some thought it should be limited to certain locations, such as those served by transit. In Phase 1, we will undertake a rewrite of the parking standards to enhance clarity and to allow more flexibility in meeting (or reducing) requirements. The opportunities for reduced parking may be narrowly targeted in this phase, applying to on-site ADU parking requirements, or for existing residential units in buildings downtown.

The larger question of whether the city should be requiring parking with development at all can be examined in Phase 2. A growing trend in many locations is to eliminate minimum parking requirements, reasoning that the market and developers will provide parking in an amount that will meet the needs of the project they are developing. Other communities are taking a somewhat more measured approach,

pursuing targeted elimination of parking requirements in downtowns or along high-frequency transit corridors.

A. Consolidate Parking Standards and Update Parking Schedule

In Phase 1, all parking-related information should be consolidated in the main body of the LDC rather than spread across multiple appendices, where it can be difficult to find. Appendices A through D should

be integrated into the main code; they cover parking requirements, parking space standard dimensions, required bicycle parking, and bike rack standards and dimensions.

Phase 2 will include a review of all current parking requirements to compare the current requirements to national standards, similar communities, and our experience in other communities to determine where the current standards may be requiring too many (or too few) spaces. We will then recommend increases or decreases to required parking for each use. The national trend is to move to lower required parking standards since many communities in the past have required an excessive amount of parking. We also recommend consideration of adopting parking maximums, in addition to parking minimums.

B. Offer Options for Flexibility in Meeting Requirements

Another trend nationwide is to provide more flexibility in parking standards and how parking is provided. Santa Fe currently offers limited options for reducing the amount of parking that must be provided on-site. There is a combined use option, where a mixed-use project, for example, can receive a reduction if a parking demand study demonstrates that peak demand for different uses occurs at opposite hours. Reductions are also possible in the BCD and LINC overlay, dependent upon a parking demand study showing lesser parking demand. There is also a possibility for reduction if a property owner grants the right for the City to use a portion of their property for a transit facility.

These are good options and should be maintained. Additional tools for flexibility are proposed below. Parking could be reduced in these pre-defined instances subject to administrative review:

- On-Street Parking. Section 14-8.6(b)(2)(b) specifies that "no required off-street parking space shall be located within the right-of-way…" There is a limited exception to this prohibition in the LINC overlay, but we recommend allowing this more widely. Provided that the on-street spaces are neither metered, time-restricted, or subject to residential parking permit restrictions, on-street parking adjacent to a given use should be allowed to count towards required on-site spaces. While allowing on-street spaces within a

certain proximity to count for required spaces is becoming common practice, it is generally not an option extended to residential development (aside from ADUs).

- Off-Site / Public Parking. Where there is surface or structured parking within a defined proximity of a use, on-site parking requirements can be reduced by a certain percentage.
- Proximity to Transit/Multimodal Trail Network. If there is high-frequency transit within a certain proximity of a use, or if a location is well-connected to the multimodal trail network, the on-site parking required may be reduced by some percentage of the total requirement. Depending on frequency and extent of transit network or proximity to the trail network, some locations eliminate parking requirements altogether along the transit/trail corridor and within a specified distance beyond the transit/trail corridor (extending one or two blocks to adjacent, parallel streets).
- Reduction for Car Share Vehicle Spaces/ Enhanced Bicycle Infrastructure. Where one or more car share spaces are provided on-site, or where accommodation for bicycles is provided beyond the base requirements, these may be counted as a "credit" allowing the reduction of other required vehicle spaces by a defined quantity.

Parking reduction approval is often tied to a parking demand study that demonstrates that fewer parking spaces are needed to meet demand than normally would be required. Santa Fe allows such studies already, but stakeholders indicated the need for improvements; there are not clear definitions or parameters for what information must be included. Many communities require that these studies be prepared by transportation engineers or similarly certified professionals. There is a cost to this requirement, though it is often offset by the reduced cost of providing less on-site parking. Other communities simply require that an applicant who submits a study compile the information based on reliable, recognized sources, such as the Institute of Traffic Engineers (ITE) Parking Demand Calculations. The LDC should identify the situations when parking demand studies can be submitted, by whom they should be prepared, and who is the appropriate decision-making authority to review and approve such requests when they are received.

C. Expand Bike Parking Requirements

Santa Fe has bicycle parking requirements in the current code, but there are opportunities to add detail and strengthen them.

- Standalone Bike Space Requirement. A best practice is to "untie" the number of bicycle spaces required from the number of automobile parking spaces required, as is done in Table 14-8.6-3, General Off-Street Bicycle Parking, where, for example, four bike spaces are required for every 0-5 auto spaces. Because the updated code will likely include reduced base parking requirements, along with various opportunities to request further reduction in required spaces, this prevents the number of bike spaces being reduced when the number of car spaces is reduced. It also avoids complications for any areas, such as the BCD, where the City may decide no parking is required. While the City could specify that reduction in car spaces does not allow reduction in bicycle spaces, we recommend instead requiring bicycle spaces based on square meters of floor area, in the same manner that car space requirements are determined.
- Revisit Base Requirement. The LDC update should take the opportunity to increase the number of bike spaces required to reflect increasing bike usage. Using the current table, a multi-family development with 100 parking spaces would only need to provide 12 bicycle spaces. One approach could tailor the number of bicycle spaces to context, where fewer bike spaces are required in more auto-dependent areas and more in central, bike-accessible areas.
- Differentiate Between Short- and Long-Term Spaces. Most communities differentiate between short-term bicycle spaces, which are generally outdoors, and long-term spaces, which are indoors, or enclosed and secured. Provision of an adequate number of long-term spaces is particularly important in multi-family developments, and also workplaces, so employees who ride to work have a secure place to store their bike.

- Bicycle Space Location and Design. In addition to specifying how many spaces must be provided, the code should require that they be visible and well-lighted, describe how close the bicycle spaces must be to a building entrance and possibly the preferred design (such as a bicycle corral in a parking lot in place of a car space), and require a defined connecting path from the bike racks to the entrance, especially if crossing parking areas or drive aisles. It may also be helpful to specify approved designs for racks to be installed, to reduce the possibility of theft from outdoor, unsecured racks.
- Reduction of Car Spaces. Many communities choose to allow a reduction in the number of car spaces required in exchange for provision of bicycle facilities beyond the minimum. In many cases, this involves not just the number of bike spaces, but that they be long-term, and that supportive facilities (showers, changing rooms) are provided.

D. Include Electric Vehicle (EV) Requirements

With the growing number of electric vehicles available, it has become increasingly common to include standards for provision of EV infrastructure in zoning codes. Many communities start with relatively modest requirements for parking spaces that include full charging infrastructure ("EV-Installed"), but are more aggressive in requiring spaces to be provided with conduits that allow for charging infrastructure to be installed in the future ("EV-Capable"). Below is an example from another community for how EV requirements were included in the code.

Table 30.04-5: EV Charging Requirements by Land Use

Use	Number [1]	Applicability
Single-Family Dwelling	1 Level 2 outlet (240 volt)	N/A
Multi-Family Dwelling	25% EV-Capable, 3% EV-Installed	25 parking spaces or more
Nonresidential – Retail and Services	10% EV-Capable, 3% EV-Installed	100 parking spaces or more
Nonresidential – Resort Hotel, Hotel or Motel, School, Convention Facility, Group Assembly[2], and Recreational or Entertainment Facilities	25% EV-Capable, 3% EV-Installed	50 parking spaces or more
Nonresidential – Warehouse and Distribution, and Manufacturing	5% EV-Capable, 3% EV-Installed	100 parking spaces or more

[1] Based on the required parking spaces for the use, as specified in Table 30.04-2.

While we generally recommend inclusion of EV requirements into the updated code, further consideration will be needed to determine what kind of development will be required to provide the infrastructure (residential, commercial, public facilities), along with the extent required (e.g., 10% EV-Installed for lots of 100 or more parking spaces).

Vehicle Parking Recommendations

- Consolidate Appendix information – especially the parking table – into the body of the code.
- Update the schedule of required parking.
- Include additional options for allowing flexibility in meeting or reducing on-site parking requirements and add detail to requirements for parking demand studies.
- Expand bicycle parking requirements, and "untie" them from the number of car parking spaces that must be provided.
- Include requirements for EV parking spaces.

Landscaping and Tree Preservation

In interviews and surveys, one of the main concerns about landscaping was water consumption. This rewrite offers an opportunity to better align water conservation goals and LDC standards. In this section of the report, a main focus is therefore centered on ways to preserve existing mature plantings, and reduce water use overall in landscaping. The majority of items in this section will be addressed in Phase 1, with the possible exceptions of mandatory tree preservation with incentives, development of an Approved Plant List, and changes to the irrigation requirements of the code.

A. Preserve Existing Landscaping

The purpose statement for the landscaping section of the LDC mentions preserving existing, healthy vegetation: "It is also the purpose and intent of this Section 14-8.4 to preserve existing healthy vegetation to the greatest extent possible as an important cultural, environmental and economic resource." We recommend greater emphasis be placed on preservation of desirable plant species in the updated LDC. Some native plants can establish quickly in the desert environment, but many other plants grow slowly, so the time it takes for new landscaping to become established and offer the same benefits as established plants can be significant.

Section 14-8.4(F)(5), *Preservation of Existing Vegetation*, allows the Land Use Director to require preservation of significant trees (defined as deciduous trees of six inches in caliper or greater, or an evergreen tree eight feet in height or taller). This is a good practice, though it would mainly apply when a proposal for new development or redevelopment comes forward. We suggest that the extent of what is required to be preserved should be expanded, subject either to the decision of the Land Use Director, or adjudication by the Municipal Tree Board. Any request to remove a significant tree could require an assessment by an arborist. If the arborist finds the significant tree is healthy and viable, then removal could be a recommended action by the Tree Board. In addition to preventing significant trees being cut down on a site, preservation requirements could specify that any pruning or trimming of significant trees

requires prior review from staff. If a significant tree is to be replaced, the replacement tree should be a larger caliper than standard planting requirements, and the replacement could be accompanied by a financial guarantee that remains in place during the tree's establishment period, in case the replacement tree dies or becomes diseased, so another tree can be planted if needed.

Preservation could also be extended to include not just smaller caliper or shorter trees, but established drought-tolerant species, and also any significant plantings of established vegetation on a site, including shrubs and native grasses, provided the plants are not invasive or undesirable species. How "significant plantings" is to be defined can be discussed further as the rewrite progresses, but at a minimum, we suggest focusing on mature plants that provide shade and cooling, habitat for native species, or other environmental benefits.

Finally, provision (F)(5)(b) in the preservation section mentions the incentive that preserved pinon trees count for two trees that would otherwise be required on a site. Offering this kind of incentive is a good practice, particularly if the requirements for preservation of vegetation are to be expanded. We suggest expanding the use of such incentives as part of a more formal tree preservation component of the rewrite. Such a program can more actively encourage removal of noxious weeds and undesirable plant species, and can include replacement requirements as well, e.g., if one 12-inch diameter tree is removed, it must be replaced by three 2-inch diameter trees. The example below shows the credit Sedona AZ offers for preserving mature trees against the requirements for new on-site planting. This is a good starting point, but recently more communities, recognizing the numerous benefits of established trees, have increased the credit offered for their preservation.

5. Trees shall be credited according to the following criteria in the quantities shown in Table 5.5.

Table 5.5 Credits for Preserving Trees

Diameter at 4 feet 5 inches above ground	Number of Trees Credited
25 inches or greater	6
13 to 24.5 inches	4
8 to 12.5 inches	3
4 to 7.5 inches	2
2 to 3.5 inches	1

B. Potable Water and Irrigation

Section 14-8.4(C)(E) suggests the use of potable water for irrigation "shall be used only as a back-up or temporary irrigation water source to the greatest extent possible." This is a good practice; however, because we understand that the state of New Mexico, the City, and the Water Department would like to prioritize water conservation and reduce outdoor water usage, the City may want to consider stronger regulation. The City could consider prohibiting the use of potable water for outdoor watering, setting limits for the amount of water that can be used for outdoor watering regardless of the source, and including standards in the code for the use of water catchment and the maintenance of catchment systems. If stricter limitations are imposed, the allowed plant list should reflect these limitations, with increased emphasis on the possibility for xeriscaping or alternative compliance.

The City may also wish to consider stronger language regarding irrigation systems, since one of the most effective ways to reduce water consumption in landscaping is to mandate irrigation drip systems. Currently, the Irrigation Standards in Section 14-8.4(E)(4) "encourage" irrigation designers and installers to use the City Landscape Irrigation System Standards "as a guide to minimum specification for irrigation

systems." These standards could become mandatory, rather than encouraged. The City could also consider a requirement for irrigation designers to be certified, in recognition of that fact that technical knowledge and a basic irrigation plumbing background is necessary to the design of an efficient system.

C. Prohibit or Limit Turf and High Water-Use Plants

Many desert communities are reconsidering allowing turf grass and plants that are not drought tolerant. Clark County, Nevada, bans the use of turf altogether, except in cemeteries, parks, and schools. Existing facilities, such as golf courses, that have extensive areas of turf may maintain them, but no new facilities with this reliance on turf may be constructed. Sedona, Arizona, limits turf to ten percent of a project site, while Tucson only allows non-drought tolerant plants in "oasis areas," which are generally limited to five percent of multi-family sites, and two-point-five percent of other sites.

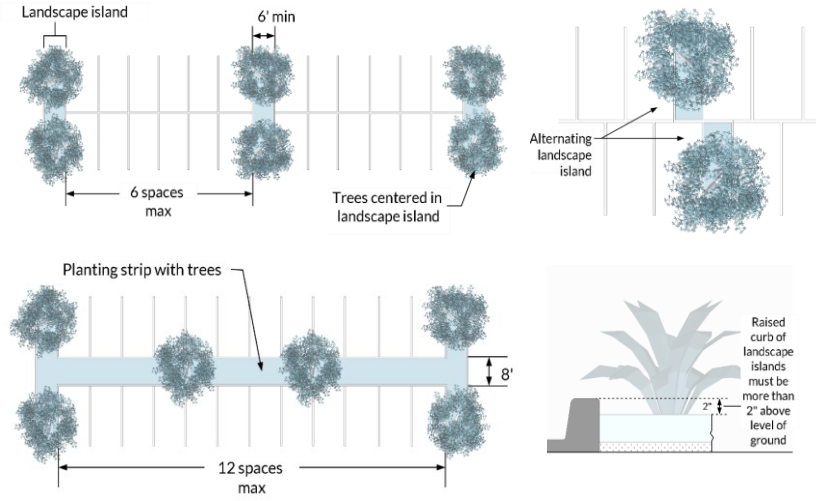
We propose prohibiting future installation of turf in Santa Fe, except in public parks and school or publicly accessible playing fields. A less-stringent alternative would be to ban cool-season grasses, while allowing warm-season grasses for large open space and retention ponds utilizing temporary irrigation, while imposing area limits on how much turf can be installed. Commercial and industrial uses should not be installing any extent of turf to fulfill their open space requirements. Finally, high water use plant species should have limited use in satisfying the requirements of the landscaping section, where they are only included strategically as focal points in landscape areas. Conversely, the rewrite can expand emphasis on xeriscaping (see below, Approved Plant List), which is now only mentioned once in the landscaping section (14-8.4(E), *Water Harvesting and Irrigation Standards*).

D. Approved Plant List

The city has a recommended plant list, but not an approved one that would *require* development to comply rather than recommending it. Given concerns with water usage, it is important to create an Approved Plant List, where the species allowed are primarily low- or very-low-water, drought-tolerant plants that are native to the region, or non-native, non-invasive species that are demonstrably suited to thrive there. The Approved Plant List should include plants that support the possibility of using xeriscaping to meet landscaping requirements, while the code can specify when this option is acceptable to meet those requirements. This list, once created, may be housed outside the code, in recognition of the need to make changes due to the changing environment and global warming. Keeping the list outside the code allows for it to be updated more easily than would be case if a code amendment were needed for each amendment. Secondary to water concerns is availability; the list should take into consideration the kinds of plants that are readily available in area nurseries.

E. Parking Lot Landscaping

Because parking lots are powerful heat generators and contributors to heat island effects, the trend in many communities is to focus on reducing the size of lots, and particularly expanses of unshaded asphalt or concrete (parking lot design and acceptable materials are included in the Vehicle Parking section of this report). We therefore begin by recommending that the requirements for interior parking lot landscaping should be lowered significantly from lots of 40 or more spaces. Many places apply these requirements starting at 10 spaces. Santa Fe currently requires parking lot landscaping using a ratio of 10 square feet of landscape area per parking space, with a minimum of one tree per 90 square feet of landscape area. This is a complicated method for determining how much landscaping must be provided, and the requirement that landscaping shall be "distributed throughout the lot" is vague. In Phase 1, we recommend a change to base landscape island requirements on a certain number of spaces, e.g., one island every 12 spaces, plus islands at the start and end of each row. The illustration below is from another community that adopted similar standards for interior parking lot landscaping requirements.



Further, it is simpler for users to understand and staff to implement when the minimum space for a landscape island is the described in absolute terms (e.g., a minimum of six feet wide, and the length of the adjacent parking space), rather than as square footage.

The emphasis on planting in landscape islands should focus solely on trees and accompanying ground cover, since shrubs and other plantings will not provide shade, even at maturity. The minimum caliper of tree at planting should be specified, along with a requirement that the tree species be selected from the Approved Plant List. As with other landscaping provisions, there should be requirements for maintaining plantings in good condition, and replacing plants that do not survive. To support use of stormwater as an irrigation source for parking lot planting, the section should include low impact development standards. Tree protection standards or screening requirements can be included to prevent landscape island trees from being irreparably damaged by car bumpers. Finally, it is becoming increasingly common to allow the provision of covered parking (either with canopies, or with solar panels) and covered walkways through parking lots to be allowed in lieu of parking lot landscaping, or to be granted some reduction in the live planting requirements. This may be a good alternative to encourage in Santa Fe, where plantings can take a long time to reach a level of growth that would provide sufficient shade.

The improvements above will be part of Phase 1 of the rewrite, along with two items that were mentioned

by stakeholders. One is to clarify whether parking lots adjacent to freeways need to be screened in the same manner as lots along other roadways. The second is to clarify the extent of parking lot buffer required when the lot is set back a significant distance from the roadway.

F. Irrigation and Water Use

While the recommendations of this section focus on using less water in landscaping, there will nevertheless still be instances when irrigation for landscaping is still necessary. Stakeholders had several suggestions for improving the irrigation requirements in the code. One respondent indicated that the irrigation code is written so that it seems acceptable to put trees and shrubs on the same lines, but the City requires the trees and shrubs to be on separate zones. It also requires separation of zones based on water use for each plant type listed; this needs to be clear in the code rules. Another suggested reconciling the inconsistency between landscaping irrigation requirement and the erosion control section: the landscaping section says that irrigation is only needed on seeded areas if the seed mix includes annuals, but the erosion control section says all seed must be irrigated. If the City's pilot projects to establish seed without water continues, this should also be included in the code.

Landscaping and Tree Preservation Recommendations

- Emphasize the preservation of existing landscaping and mature on-site trees, and offer incentives to encourage it.
- Focus on water conservation in landscaping requirements. Devise an approach on whether potable water use for landscaping is allowed, and the extent to which gray water is available and may be used.
- Strengthen planting standards through creation of an Approved Plant List (rather than a recommended one), and consider a Prohibited Plant List as well.
- Refine interior parking lot landscaping requirements, with emphasis on provision of shade in the parking area.
- Clarify and update irrigation standards.

Screening and Buffering, Walls, and Fences

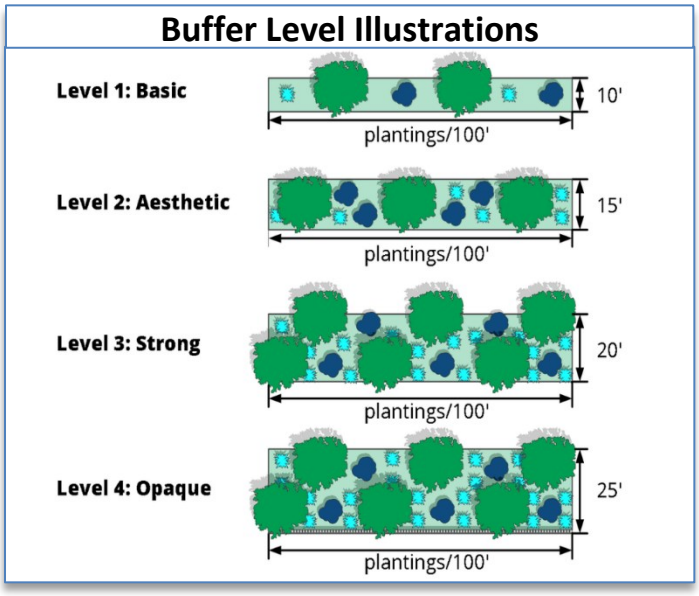
A. Create New Residential Adjacency Section

Screening, buffering, walls, and fences are frequently (though not exclusively) required when more intensive uses share property lines with residential development. To address the issues that such adjacent development can bring, we recommend the creation of a new "Residential Adjacency" section in the new LDC, which would allow a more user-friendly consolidation of this related material. While separate Screening/Buffering and Walls/Fences sections will still exist, any content specifically related to residential adjacency will be relocated into the new section.

For example, Section 14-8.4(J)(3), *Buffer for Non-residential Development Abutting Residential Development*, would be relocated, along with standards applicable in other situations, such as adjacency of uses with drive-throughs, public address systems, or outdoor music; stepback requirements for taller buildings; location of trash and recycling receptacles (Section 14-8.4(J)(4)); signage, noise, and lighting limitations; and other situations that commonly arise.

B. Adopt More Tailored Buffer Options

The existing residential adjacency buffer requirement in Section 14-8.4(J)(3) of 15 feet wide with plantings as required in open space standards (one tree and two shrubs for every 500 square feet) may be adequate for certain adjacent uses, but it may not suffice for others. We recommend a more tailored approach to residential adjacency buffers, such as in example below.



In this example, the intensity of the non-residential use determines the extent of buffering required. A Basic buffer may be required if a residence is converted to a small office, but the neighboring properties remain residential. An Opaque buffer could be required for something like a distribution center, with 24-hour operations, heavy truck traffic, and a lot of loading/unloading activity.

C. Walls and Fences

Few respondents expressed issues with Section 14-8.5, *Walls and Fences*. Further input is needed on what specific changes may be required; however one issue that will be addressed in Phase 1 is a standard method for measuring fence height, accompanied by illustrations. Another possibility is to add information on permitted or prohibited fence materials, which are common in most codes. Including this information could help to address frequent questions on whether and where chain link, barbed wire, or electric fences are permitted in the City. Historic district regulations do specify what materials can be used for fences, but if similar standards would be helpful outside those districts, they can be added in Phase 1.

Screening and Buffering, Walls, and Fences Recommendations

- Create Residential Adjacency code section that focuses on buffering residential uses from various impacts of more intensive adjacent uses.
- Tailor buffering requirements based on intensity of adjacent development.
- Clarify issues with combination of fences and retaining walls, measurement of fence height, and consider the inclusion of fence material requirements for areas outside historic districts.

Building Design

The distinctive architectural character of Santa Fe's downtown and surrounding neighborhoods is one of the city's main attractions, a primary element that makes the "City Different." The LDC's tools for regulating building design, including both the architectural points system and the Historic Overlay standards, have long been important tools for maintaining the City's distinctive character.

The initial survey for the LDC update project generated many comments on such tools. Some stakeholders suggested that all new development and growth should reflect the historic character of Santa Fe. Others emphasized that a variety of architectural styles may be appropriate in different areas, such as the area encompassed by the LINC overlay, where contemporary and mid-century styles should be encouraged.

Some comments specifically focused on the current points system for regulating design, saying it is arbitrary and that any points system is inevitably a "blunt instrument," with superficial descriptions of requirements, that allows bad buildings to be built when they comply, and ultimately is not producing the intended outcomes.

How to approach architectural style requirements outside of Santa Fe's historic districts is likely to be one

of the central focus topics that both the LDC update and also the General Plan rewrite seek to address. Any substantial changes to the existing points system, or introduction of new design standards, should be considered during Phase 2 or 3.

A. Phase 1 Refinements to Architectural Style Point System

There are, however, improvements that can be included in Phase 1 of the LDC rewrite. There are opportunities to clarify information in the section by using simpler language, or adding detail or clearer description in others. One example of vague language is in Section 14-8.7©(2)(d), regarding additions to nonconforming buildings, which states that the points system does not apply to "buildings of unique architectural merit" without any definition or accompanying explanation of what might constitute such a building.

Many improvements can be made to the content, from breaking up long paragraphs of text, to reformatting Table 14-8.7-2 so that LINC requirements are easier to discern by being separated into their own table column. The content in the table would be easier to understand through the addition of photos or illustrations, while definitions for architectural terms of art (articulated lintels, glazing, mullions) should be included to help users understand these terms.

B. Implement Hybrid Form-Based Code

A frequent refrain during stakeholder interviews was that more formally applying form-based standards in certain areas of Santa Fe should be part of the code update. Subject to further discussion on where such form-based controls should apply, and what elements of development they should regulate, these standards can be included in Phase 2 of the project. The incorporation of such standards may supplement or replace reliance on the architectural style points system, or that system could continue to apply in areas that are not regulated by form-based standards.

A more form-based approach would not be entirely new. Numerous sections of the current LDC rely on form-based standards to guide the kind of development that is appropriate in a given area. And many of the historic district overlays reference some standards that are form-based, even if they are mostly rendered through textual descriptions in the code.

Building Design Recommendations

- Phase 1: Improve structure of information, add detail and definitions where needed, and simplify language in the section.
- Phase 2: Determine areas of the city where form-based standards would be appropriate, and draft standards to apply in these areas.
- Consider how form-based standards intersect with the existing Architectural Style Points System requirements.

Signs

A. Remove Content-Based Regulation

A Phase 1 task will be to review for and eliminate content-based regulation that has been rendered illegal by the Reed decision. Since the 2015 U.S. Supreme Court case of *Reed v. City of Gilbert*, nearly every community in the nation has had to evaluate their sign regulations.

Generally, a simple test for content-based regulation is that if someone must read the sign to know if it complies, it is content-based. A review of the City's current regulations, which mostly date to 2001, indicates at least a couple of instances where this would apply. Subsection (G)(28)(e) and (f) refer to Price

Reduction signs and Distress Merchandise Sale signs. Both of these are content-based regulation – one would only know the sign regulates price reduction or going-out-of-business by reading it. These kinds of regulations will be amended or edited to comply with First Amendment requirements.

What sign regulations can still address are the following aspects: where a sign can be (e.g., what zoning district), what type of sign is allowed, how many per lot, and how large it can be, as well as any kind of illumination that is allowed.

Most communities continue to regulate permanent and temporary signs (both on- and off-premises) without reference to their content, in the absence of further decisions limiting such regulations. This is the strategy our review will follow, while also addressing the following issues.

B. Improve Organization and Add Illustrations

The current sign regulation section is quite long, in some part owing to the repetition of information, and also due to the lack of tables, graphics, and illustrations that can better convey the regulations of this section than long blocks of text. The information in the sign regulations should be organized by major topics that make subsections of specific information easier to locate. Information can be conveyed in a consolidated table for each sign type, similar to the example below from another community, rather than relying on text.

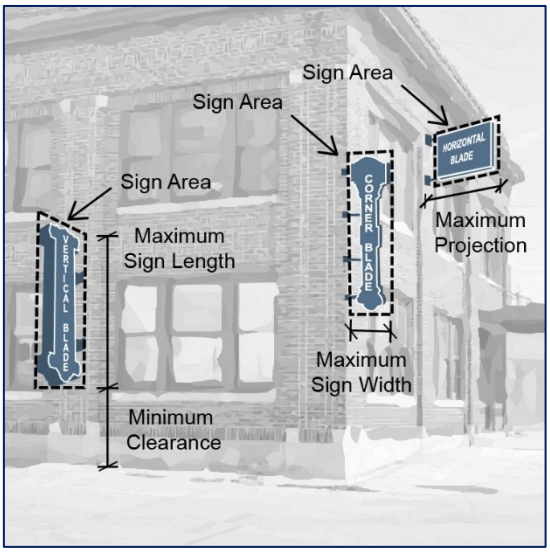
F. Electronic Sign: Animation

Zoning District	RS80	RS40	RS20	RS10	RS5.2	RS3.3	RS2	RM18	RM32	RM50	CN	CP	CG	CC	CU	CR	IP	IL	IH	AG	OS	PF
Animation																P						P

P=PERMITTED **BLANK**=PROHIBITED

Standards	
Maximum Area	Shall not exceed 25% of the sign area
Maximum Number	1 per site
Maximum Height	If wall sign: Shall not extend above the top of the wall where installed If freestanding sign: Same as underlying zoning district
Illumination	Yes
Other requirements	Allowed only in conjunction with a resort hotel. Allowed in conjunction with freestanding, supergraphic, or wall signs.

Also, illustrations can be effective tools for explaining sign regulations, often more so than text. While some text is still necessary, it can be augmented and improved through use of graphics like the one below.

Zoning Code Text	Graphic Depiction
"Projecting sign" means a sign, other than a fascia or canopy sign, the exposed face or faces of which are not necessarily parallel to a wall and which is attached to a building and extends as a projection of a line of that building or beyond the surface of that portion of the building to which it is attached.	

C. Include New Sign Types

The current regulations do allow for electronic messaging signs (though the standards for what is allowed are in the "Prohibited Signs" section), but many other newer sign types are not addressed in the code. Whether the decision is to allow or prohibit them, the update should include new types of signs that are becoming more common, such as supergraphics, projected light displays, animated and video displays, inflated or wind-driven signs, and mobile signs.

D. Signs in the Historic District & Historic Signs

Section 14-8.10(H) describes "Special Sign Regulations in the H Districts." The regulations here are not the same as those that regulate historic signs. This caused some issues and confusion for stakeholders, leading to the following recommendations. While keeping the regulations in the respective sections is preferable to repeating information in two places, these sections should nevertheless reference each other, particularly if overlapping standards apply. The two sections should be compared as part of Phase 1 to ensure there is no contradictory content, and if any is identified, it should be reconciled.

Signs Recommendations

- Review all sign regulations to eliminate content-based regulation.
- Improve the organizational structure of the section, and include graphics, tables, and illustrations to convey information.
- Add regulations for new sign types.
- Compare regulations for signs in the Historic District with regulations on historic signs; eliminate any discrepancies or conflicting information.

Parks

As mentioned in the Zoning Districts section of this report, Phase 1 will include the creation of a Parks and Open Space District, to replace R-1 being applied to the city's parks and trails. Phase 1 can also include any needed updates to "standards based on the average number of persons per housing unit according

to Census 2000, which is two persons per unit for Santa Fe," as stated in the Purpose statement (Section 14-8.15(A)(3)). Level of service goals included in Section 14-8.15(A)(4) and (5) specify three acres per one thousand persons or per five hundred housing units for neighborhood parks, and 12 acres per one thousand persons or per five hundred housing units for regional parks, community parks, open space and trails. Phase 2 can examine whether there is a need to update these dedication requirements.

During interviews, stakeholders indicated that the Parks Department is asking not to assume any more public lands, and instead allowing private parks to be created. There are issues with these parks not being publicly accessible, and also with the quality of the spaces that are being created. While the current regulations allow for the city to determine that impact fees may be submitted instead of parkland if no suitable land is available in a development (Section 14-8.15(C)(2)), perhaps allowing for a development proposal to offer fee-in-lieu of parkland, subject to approval and acceptance by the city, should be considered. These fees could be used to support maintenance and operations of existing parks, and redress the imbalance of park locations, where there are more parks on the north and east side, but not on south and west sides where they are needed.

Parks Recommendations

- Review all regulations to update level of service goals and dedication requirements if necessary.
- Consider allowing fee-in-lieu of parkland dedication, accepted at the City's discretion, to support maintenance of existing parks, and targeted expansion in areas of the city where more parks are needed.

Open Space

Few stakeholders mentioned the open space requirements in interviews or survey responses, except to say that meeting such requirements can be hard for a change of use, such a motel conversion, and that the amount of open space required for multi-family development should be increased, at the same time as features like retention ponds should no longer be allowed to count in satisfying this requirement. An alternative that is becoming increasingly common in many communities is to define a list of amenities that can be provided in a multi-family residential project that can be provided as part of/instead of open space. Such amenities include swimming pools, child playground areas, grilling and outdoor dining areas, indoor or outdoor fitness facilities, and more. The possibility of expanding the options to meet open space requirements for residential development can be reviewed in Phase 2 of the update.

We would also seek input to better understand if the open space requirement as applied to non-residential development is working for the city, and providing useful, usable space in these contexts. It is possible that as vacant, buildable land becomes scarcer, and the price of land increases accordingly, there need to be more options for how a project might comply with the open space requirement. This is another area where the City could consider accepting a fee-in-lieu of on-site open space in commercial development, and devoting the funds to creating and maintaining new parks in areas where they are needed. The LDC update could also consider whether alternate amenities that provide community benefits – public art, space for on-site childcare, fitness facilities for building tenants, publicly accessible plazas or gardens, to name –few -- could be accepted instead of cash or open space.

Open Space Recommendations

- Add more flexibility in options to meet open space requirements for both residential and non-residential projects.
- Consider accepting fee-in-lieu, which could support current and future public parks, trails, and open spaces, or accepting alternate amenities that provide community benefit.

Outdoor Lighting

The city's current outdoor lighting standards are relatively brief, and unusual in including requirements for street lighting, as well as those for private development. Community street lighting provided in the right-of-way is generally regulated outside of the zoning code, which more typically only regulates private property. If street lighting requirements are retained in the zoning code, clarification of new street lighting requirements for subdivisions can be addressed in Phase 1 of the update, along with additional detail on requirements for pedestrian scale lighting along sidewalks and trails.

The current standards will be updated to distinguish standards for types of lighting fixtures, shielding requirements, the illuminance levels of lighting (and how it is measured), glare standards, parking lot lighting, building lighting, and pedestrian lighting. Generally, the lighting standards should reinforce CPTED principles (Crime Prevention Through Environmental Design) and ensure safety for owners and users of the property while minimizing negative impacts associated with spillover lighting. The updated requirements can be drafted to align with the state of New Mexico's Night Sky Protection Act (N.M. Stat. Ann. §§74-12-1 et seq), or exceed those standards if desired.

Outdoor Lighting Recommendations

- Consider removing community street lighting from the zoning code. If retained, clarify new street lighting requirements for subdivisions, and add detail on pedestrian-scale lighting for sidewalks and trails.
- Update requirements to reflect current best practices regarding elimination of backlight, uplight, and glare (BUG).
- Add detail to standards, and describe method of measurement.
- Align lighting regulations with night sky protections enacted by the state or set higher local standards if desired.

Streets and Sidewalks

Staff have indicated that a separate project to address street typology and design in Santa Fe is about to get underway, so this report does not review the current regulations. The Street Design Guide project will take place concurrently with the LDC Update, but because it is of a shorter duration, the results of that project can be incorporated into the LDC update during Phase 2 or 3 of this project.

While the Street Design Guide will also include a Bicycle and Pedestrian Design chapter, Phase 1 of this project will still include a review and standardization of sidewalk width requirements, though this width may not be universal, instead varying according to the development context. The determination of consistent standards may help with consistent implementation of the regulations, which was mentioned as an issue during stakeholder interviews.

Streets and Sidewalks Recommendation

- Review and standardize requirement for sidewalk width, possibly adapting minimum requirement based on development context.

Development Water Budgets

Many conversations centered on the importance of water conservation in Santa Fe, and the need to have stronger links between land use planning and water planning in general, and the code sections that regulate them in particular (Chapters 14 and 25). Discussion of development water budgets had two areas of focus: developers' lack of understanding about water rights, and a lack of awareness of the requirements related to development water budgets until quite late in the development review process, where a project can get the whole way to permitting in compliance with Chapter 14, but then an applicant discovers another set of requirements in Chapter 25 that they had not known or been told about. The LDC update can look at ways to integrate these two components as part of a procedural review, and staff can advise if there is also a need to change what the requirements for water budgets are as part of the review. At a higher level, efforts to emphasize sustainable development in the code can focus on water conservation by rewarding projects that preserve and protect water, and reduce outdoor water use in particular.

Development Water Budget Recommendations

- Integrate water-related requirements in Chapter 25 with those in Chapter 14.
- Use procedural requirements to improve awareness of development water budget requirements earlier in the review process.
- Emphasize water conservation as part of the effort to integrate sustainable development practices into the LDC.

Procedures and Code Administration

Development regulations should clearly describe the procedures by which new development applications are accepted, considered, and acted upon by local officials. A well-written code makes it easy for staff, the development community, and local officials to know exactly what is required for project approval and helps ensure consistent administration over time.

The sections below discuss a variety of recommended strategies and tools that could help improve Santa Fe's zoning procedures to provide more clarity, transparency, and consistency, which stakeholders identified as potential areas of improvement.

Update Common Review Procedures, Application-Specific Procedures

Santa Fe's development regulations call for a number of different permits and approvals, such as rezonings, variances, subdivision plats, and special use permits. The general procedural steps for each of these application types are outlined in a set of common review procedures, described in Section 14-3.1€ through 14-3.1(M). This organizational framework will be thoroughly reviewed as part of Phase 1, to ensure it is accurate and completely describes how the application process is conducted in Santa Fe.

The Phase 1 review will seek to clarify procedures that are not adequately clear and detailed, which contributes to the public's perspective of a lack of transparency and the perception that the process is not

consistent and fair. Clarification will also aim to address developers' concerns that unclear procedural steps contribute to inconsistent interpretations, prolonged processes, and unpredictable outcomes.

The graphic below from another community illustrates how these procedural steps can be rendered visually, and it is generally included in each section describing specific application types to help users understand which steps among the common review procedures apply. In the example below, where an item is greyed out, that means it does not apply to a particular procedure. The steps that do apply have links to the section of the common review procedures that describe that step in the application process.

One component of the application process that came up frequently in survey responses and interviews was a lack of clarity around post-decision actions. Though these are mentioned in the common review procedures, they are not explained in any of the application-specific information. What is required is a matter of staff knowledge, and because the steps are not outlined anywhere, applicants had the perception the requirements were inconsistent. Some of the specific post-decision actions that were unclear or caused confusion include Action Letters for special use approvals, steps for recording post-approval, and problems with infrastructure verification, where clarification is needed regarding what documents the infrastructure is being inspected against. As part of Phase 1 of the LDC Update, we will work with staff to understand what these post-decision action steps are, and ensure they are codified.

Application Procedures Recommendations

- Review and update common review, application-specific procedures.
- Ensure that all steps of the application process are described in the code, including required post-decision actions.

Refine Approval Criteria

Conformity with approval criteria is the basis on which an application is reviewed, then approved or denied. Specific and objective approval criteria are important since they are not only the basis on which staff and the governing body base their decisions, but clear and objective standards also enhance predictability and transparency for applicants. Currently in Santa Fe, approval criteria, and where applicable, potential conditions, are included with each particular application type. In some cases, the approval criteria and overly general, which can render an approval subjective.

- An example is the approval criteria for a Special Use Permit, among which are: "that granting the special use permit does not adversely affect the public interest," and "that the use and any associated buildings are compatible with … the abutting property and other properties in the vicinity of the premises under

consideration." Both "compatibility" and "adverse effect on the public interest" are subjective judgements that may be construed very differently by different people. A way to improve these criteria is to make them more specific, for example, compatibility may be judged on the basis of the scale and characteristics of a use – is any proposed building a similar size to those surrounding it? Are the hours of operation likely to cause disruption for neighbors? Adverse effects similarly can be assessed more precisely – will the potential use generate noise, or traffic, that is disruptive to the surrounding area?

This is one example of the way approval criteria can be refined to be more specific and predictable as the basis for decision-making. The LDC project will review and update all such criteria as part of Phase 1 of the update.

In Phase 2, the rewrite also can evaluate the feasibility of exempting desirable projects, such as housing proposals up to a certain scale of development, such as five or ten units, from certain requirements or establishing an expedited review process with automatic approval if they comply with the approval criteria.

Approval Criteria Recommendations

- Ensure each procedure has specific, objective approval criteria to define the basis for the decision.
- Consider exemption or an expedited review process for projects that meet certain criteria or policy goals of the City Council.

Delegate Decision-Making Authority to Staff, Boards, and Commissions

With less subjective approval criteria established in Phase 1, Phase 2 can investigate opportunities to delegate certain decisions to administrative approval, or approval by a Board or Commission, without the need for governing body review and public hearings. Site plans, and possibly development plans, are examples that could be staff-level decisions, once approval criteria clearly circumscribe an objective basis for approval or denial. Where it is possible to have administrative decisions based on clearly defined approval criteria, it benefits applicants by adding predictability to the decision-making process, and speeding up the application process. When changes such as these are made, they are normally accompanied by a "call-up" procedure, so that staff have the option of referring any application to a high-level decision-making body, or that body may on their own call-up a given application for decision. Some communities allow this call-up to be at the request of the applicant, while others that do not offer this opportunity nevertheless have appeal procedures in the event that an applicant disagrees with a staff decision.

It may also be possible as part of the Phase 1 update effort to increase the thresholds that elevate review of site plans to a higher decision level: currently, the thresholds are low, at three residential units, and 10,000 square feet. As recommended above, housing proposals up to five or ten units could be automatic administrative approval if they comply with approval criteria. For other projects, the 10,000 square foot threshold could be increased to a higher level.

Decision-Making Authority Recommendations

- Consider decisions that can be delegated to professional planning staff, Boards, and Commissions, on the basis of clearer approval criteria.
- Draft call-up procedures to allow staff to pass application review to a Board, Commission, or Council, and to allow the Council to call-up applications on their own.
- Review and potentially raise thresholds that require applications to be elevated to higher-level review.

Clarify and Streamline Processes

A more in-depth reconsideration of the approval process will take place in Phase 2, including an assessment of what information should be required at different steps of the review process.

Particularly with respect to Development Plans, stakeholders believe that too much detail is required too early in the process, requiring significant expenditure by an applicant before they had any idea whether a proposal could be approved or not. This is a common issue in many communities, where the review process tends to be "front-loaded" with a great amount of detail required up front. A possible solution is to divide review according to a concept plan, which has the basic general information about a project, sufficient to enable a judgement that the project can comply with all applicable regulations to secure approval. Then, at a later stage in the process, detailed plans are submitted for review prior to issuance of any required permits. Though there is a risk to the applicant that their detailed plans or studies surface problems that did not arise in the concept plans, many applicants still prefer this kind of two-step process. The onus of ensuring that detailed plans conform to information in concept plans, and can be approved according to regulations, rests with the applicant. This review can also address perceptions of redundancy, and possibly reduce the amount of time that is required for simple reviews.

A second element to Phase 2 updates will focus on calibrating the level of review to the complexity of the request. In some cases, smaller-scale projects can be handled more expeditiously than larger-scale projects that require review by various departments prior to a public hearing process. Multiple layers of review can extend timelines and may be able to be reduced for simpler permit requests, like sign reviews, approvals for accessory structures like a shed, or roofing approvals.

Application Process Recommendations

- Assess the level of detail that is required in application information, possibly calibrating it to the progress of the review process, with greater detail required later in the review.
- Consider whether review for smaller, less impactful requests can be resolved more expeditiously than large projects that must be subject to full review and public hearing.

ENN / Facilitation Process

The city is currently working to revise the Early Neighborhood Notification Process. It will be important to include a clear explanation of any changes to this process in the rewrite. While the option to use a mediator or facilitation services may be one change to the process, another important element should focus on helping the public to understand the purpose of the process, and what expectations of outcomes they should have for it. This clarification can help the developers who conduct the meetings understand what is expected of them as well. The most important element to address here is the extent to which developers are required to respond to residents' input on a project. If there are any requirements or expectations that developers make changes to their proposals to respond to public comments received as part of this process, those requirements should be defined. The lack of clarity on aspects of the process raises false expectations among participants regarding what changes may occur as a result of their input, and also contributes to disillusionment when residents feel their concerns have not been addressed. Clearer delineation of the purpose and expected outcomes of the ENN process can also contribute to less contention as projects proceed through the public hearing process.

ENN/Facilitation Process Recommendation

- Clarify the purpose and potential outcomes of the ENN process.

Public Notice and Public Hearings

A. Public Notice

A respondent in stakeholder interviews stated that the onus for public notice is placed upon the applicant, but the code does not have enough description for what they are required to do. The code specifies that public notice is required typically 15 days prior to a public hearing or ENN meeting, using the following methods:

- Publication in a "local daily newspaper of general circulation"
- Posting the meeting agenda at City Hall
- Emailing neighborhood associations
- Posting signs at the development site, and
- Sending mailed notice within a specified radius (300 feet) of the proposed development.

Phase 1 of the rewrite will add detail and clarify the public notice requirements, and consider the possibility of expanding them, to try to improve the possibility for equitable and inclusive public participation in city decision-making processes. Since equitable public participation depends upon distribution of information and citizen awareness of what decisions are about to be made, notice that limits the distribution of this information can have negative implications for equity and inclusivity in public participation. Most of these suggestions can be implemented as part of Phase 1; however, the possibility of expansion of requirements is likely to extend into Phase 2 of the project as well.

Some areas where additional detail in the requirements could be helpful in expanding the possibility for public participation is to ensure that notice is in both English and Spanish for mailed, posted, and published notification. Posted signs are an especially effective means of notice to reach anyone in proximity to a development location, and the requirements for posted signs should specify not only where and how long the signs must be posted, but also their minimum size, requirement for bilingual information, the necessity of using plain language on the posters, and the possibility of including QR codes that will link to additional information about the development proposal.

The mailed notice requirement specifies that if the property owner's address is different from the physical address of a property within the notification radius, a notice will be mailed to the physical address as well. This is a good practice, as it can potentially notify tenants in proximity to the proposed development, as opposed to just property owners. However, in the case of a multi-unit commercial or residential structure, where a single notice to a physical address would not suffice to notify all tenants or occupants, many communities are deciding to go one step further with mailing requirements, specifying that each individual unit or tenant must receive mailed notice as well. Adopting this requirement does entail additional work in generating mailing lists and sending additional pieces of mail, but it is important in helping to ensure that renters have the same opportunity as property owners to receive notice and participate in the public process. We recommend that Santa Fe more explicitly include this recommendation in the updated LDC.

Recognizing that US mail and newspaper notice may no longer be sufficient as modern means of communication proliferate, communities are also codifying other methods of communication as official and required means of notice. Many of these rely on staff, rather than applicants, so we propose them as

good practice, with the understanding that their codification and implementation depends on staff capacity to consistently ensure they are accomplished. In addition to "traditional" notice, some cities now require:

- Applications and staff reports posted to City website prior to public hearing (sometimes with capacity for community members to submit official comments on the project online)
- Social media announcements on the City's official accounts
- Physical posting information in city building(s)
- Email notification to individuals and groups who request it (beyond homeowners associations)

If staff capacity limits the possibility of making these official methods of notification, they could also be implemented as best practices, pursued outside formal codification, to the extent that staff capacity allows.

B. Public Hearings

A frequent refrain from stakeholders and the public during kickoff interviews related to the public's lack of understanding of the quasi-judicial role of decision-makers when application is in the midst of public process. Though there is an explanation of this in Section 14-2.8(G), *Communication with Members Prohibited*, constituents do not understand that members of the governing body cannot discuss applications that are in the middle of the decision process. This causes problems between elected officials and constituents, and can contribute to public distrust of elected officials, when constituents feel their concerns are not being heard.

In recognition of this issue, a ballot measure related to the topic will appear before voters on the November 2023 ballot. If passed, the measure would require that decision-making bodies must implement "procedural rules stating that they must adhere to established principles of procedural due process and fundamental fairness when functioning in a quasi-judicial role." The ballot measure would not change limitations on the governing body's ability to communicate with the public on development applications when that body is acting in a quasi-judicial capacity, but what the measure could accomplish is to raise citizen awareness of these strictures, and require written explanation of what they are, i.e., when a decision is quasi-judicial, and what the limitations on communication to and from the governing body are in this situation.

The code's current explanation of this limitation can be relocated to a more prominent location in the updated LDC, and if the ballot measure passes, the content can be augmented in support of the decision. Information related to quasi-judicial communication limitations could be included in any required notice that is distributed to members of the public, included on posted signs, or discussed as a requirement at ENN meetings.

The ballot measure may suffice as a means to raise awareness of the quasi-judicial nature of governing body's responsibility during hearings, while the LDC can define what that means in practice for members of the public, and the governing body.

Public Notice / Public Hearing Recommendations
• Add detail to the current notification requirements, so it is more clear to applicants what they must do to fulfill the requirements. • Consider expanding the methods for public notice, either officially or as informal best practices. • Expand explanation of limits on communication with members of the public when the governing body is acting in a quasi-judicial capacity.

Nonconformities

Phase 1 of the project can ensure that terms used in the section are defined (for example, "intensification" is not defined, but should be if it is the basis for limiting expansion or eliminating nonconforming uses), and that there are no inconsistencies between this section and the rest of the code. Stakeholders suggested that this section needs to be better integrated with the historic districts, so the two sets of standards aren't contradictory. Currently, properties in Historic Districts must conform with underlying zoning, but none of the nonconformities in the district are required to comply, so this creates tension over which requirements apply, or which takes precedence in the event of conflicting information.

As a larger question related to nonconformities that this project can investigate in Phase 2, the objective of the section can be clarified. Currently, users feel it is not clear whether the point of this section is to allow nonconformities to be maintained, continue operating, and possibly expand, or whether the objective is to apply stricter limits that can reduce and eliminate them over time. The approach decided in this Phase will have implications for how long-duration nonconformities are treated. Some stakeholders suggested an "amnesty" for long-term nonconforming uses that could be approved administratively, instead of requiring a variance or special use approval.

Nonconformities Recommendations

- Clarify terminology used in the section, eliminate inconsistencies between these regulations and other code sections, and establish which regulations take precedence.
- Determine overall approach to nonconformities, and whether the objective is to eliminate them, or facilitate their continued operation.

Establishing Legal Lot of Record

There is a process for establishing legal lots of record, though stakeholders described it as being complicated. They noted that, in many cases, these lots that have been in existence for years, with all services, but with no legal status. In Phase 2, the project can look at whether there is some possibility to be flexible in establishing legal lot status, without the time and expense of going to the Planning Commission, particularly if the lot owner has been paying taxes for years.

Legal Lot of Record Recommendation

- Consider if there is a simpler process that could be implemented in establishing a legal lot of record, in particular, one that does not require an appearance before the Planning Commission.

Code Enforcement

Code enforcement discussions had two areas of emphasis: compliance issues and procedural issues. Because there are two code articles that address compliance – Chapter 10 and Chapter 14 – there was some discussion of whether compliance issues were addressed in the right article, or if some topics should be relocated. Weeds and junk vehicles, for example, were mentioned as topics that might be relocated to Chapter 14.

There was also a discussion of penalties and remedies. Fines can be issued for any enforcement topic that is covered in Chapter 14 , but that is not true for Chapter 10 topics, which must go through a court procedure. Since a court procedure is more time consuming and slower of resolution than issuing a fine, there was an inclination to rely more on fines as a remedy if possible. There is also the possibility for the

City to apply liens, though there is no real process or method for liens. The LDC review can assess what penalties should be applicable in different circumstances, as well as the procedure by which these remedies should be applied, since stakeholders mentioned that there is no description of the procedure for what happens once a notice of violation has been issued.

Code Enforcement Recommendations

- Review enforcement topics in both Chapter 10 and Chapter 14 to see if any topics should be relocated.
- Consider expanding the use of fines, rather than taking people to court for non-compliance.
- Ensure that the steps of the enforcement process after issuing a notice of violation are described in the code.

Relocate Supporting/Technical Information Outside the Code

The current development regulations contain information that is either technical in nature or otherwise not necessary to carry forward into the new LDC. Examples include application submittal requirements, plan content requirements, and certificates for plats. This information should live outside the LDC in some sort of an administrative manual, guidebook, or dedicated webpage on the city's website. During the drafting process, the consulting team will maintain a separate document including content from the current development regulations that should be considered for relocation. This will make the LDC shorter and more user-friendly, while also allowing staff to update the technical and administrative content over time without requiring a formal code amendment by City Council.

Supporting Information Recommendation

- Consider locating information that changes frequently or is of a technical nature outside the code.

Clarify Methods of Calculation and Definitions

Various issues related to calculations, definitions, and measurements came up during interviews, and in survey responses. Many of these small details, occurring frequently throughout the length of the current code, contribute to perceptions of the regulations being complicated, unclear, and in some cases contradictory. Adding clarity and consistency for all these items will be addressed in Phase 1.

A. Calculations

Users felt that calculations required in the code are explained in ambiguous terms, while at the same time, having explanations that are overly complicated. Each example of a required calculation will be reviewed, with an eye to explaining carefully and in a straightforward manner how the calculation is to be performed and applied. It will also be helpful to have standard approaches for all calculations, such as consistently rounding up the result of any calculation that results in a fraction or decimal.

Recommendations

- Review all calculations to ensure method and application are explained clearly.
- Where possible, apply consistent standards to the results, such as always rounding up.

B. Definitions

The review and updating of definitions will focus on ensuring that definitions exist for all terms and phrases that are used in the code, and that there are no contradictions between defined terms. The updated definitions will be as clear and as specific as possible, so they are not subject to being misconstrued, or in need of interpretation. New definitions will be added as needed. There are, for example, a number of terms of art in the historic preservation section that are unlikely to be familiar to non-professional users of that section, ranging from defining a trombe wall to explaining what slump block is.

Interviewees mentioned several other areas where clarification or addition of definitions is needed. Those include:

1. Terms that are defined by reference to another definition should be clarified. This is true for the definition of building, which mainly relies on the definition of "structure."
2. Public right-of-way as opposed to private property is not defined.
3. There is no definition for notice of violation.
4. Accessory dwelling units need a better definition.
5. Streets and roads are used interchangeably, but each should be clearly defined.
6. In the context of "family transfer," the definition of family may need to be expanded.
7. Cluster housing has no definition.

The updates to definitions will be conducted along with reviews to determine where policies or regulations need greater explanation or clarification. One example is setback policy, where definition of how setbacks apply and are measured will be included, accompanied with illustrations to help explain the requirements. Interviewees and stakeholders also mentioned the need for clarification on measuring building height (particularly in the Escarpment Overlay), and fence height. Section 14-8.5(A)(2) in Fences and Walls does specify that fence height is to be measured "from the finished grade at the base of the fence, excluding the height of any retaining wall upon which it is built," though it does not specify whether this measurement should be taken from interior or exterior grade, if there is a difference.

Recommendations

- Review all definitions: add new definitions as needed and clarify existing ones.
- Ensure all policies and regulations are clearly explained, and illustrated where that would assist users' understanding.

3: Annotated Outline of the Updated LDC

This part of the report provides an overview of what the proposed structure and general content of a new LDC for Santa Fe will look like if the recommendations in the second part of this report are implemented. This outline is structured as a new Chapter 14 in the Municipal Code of Ordinances. It is intended as a starting point for discussion.

The proposed new articles are below. Each proposed article indicates (with blue shading) which articles and sections from the current Code of Ordinances would be folded into the proposed LDC.

Article 14-1: General Provisions

This article will include provisions that are applicable to the LDC as a whole, including:

Title, Effective Date, and Mapping

This section will establish the title of the LDC, its effective date, and describe how the official zoning map and district boundaries are maintained.

Purpose and Intent

This section will describe generally why the LDC is important to the City of Santa Fe and how it regulates land development to protect the public health, safety, and welfare of residents of the city.

Authority, Applicability, and Jurisdiction

This section will describe the LDC's applicability to development or redevelopment (unless otherwise exempted), the LDC's application to governmental agencies, how internal code conflicts are resolved, and a statement on the LDC's relationship to the extraterritorial areas (ETJ) and private covenants.

Transition from Prior Regulations

This section will describe how prior building permits, violations, nonconformities, and development approvals will be processed under the new LDC. It could also include an option for pending applications to be reviewed and decided either under the current regulations or the new LDC for a defined period of time, typically during the period after adoption, but prior to the designated effective date of the new code.

Nonconformities

This section will describe how legal nonconformities are administered and enforced, along with standards for nonconforming uses, nonconforming structures, nonconforming lots, nonconforming signs, and nonconforming site features.

Enforcement

This section will describe how Santa Fe enforces the LDC, including standards for violations, penalties and remedies. As with other sections in the LDC, we recommend relocating specific information that may change frequently outside the code, such as dollar amounts for fees and penalties.

Severability

This section will clarify that any specific standard in the LDC that is invalidated by a court shall not affect the application or validity of any other standard in the LDC not included by that court's judgment.

Current Sections

The following sections of Chapter 14 will be integrated into the new General Provisions article:

Article 14-1 - GENERAL PROVISIONS
- 14-1.1 TITLE
- 14-1.2 - AUTHORITY
- 14-1.3 - GENERAL PURPOSES

14-1.4 - MINIMUM REQUIREMENTS; UNIFORM APPLICATION
14-1.5 - GENERAL PLAN
14-1.6 - JURISDICTION AND APPLICABILITY
14-1.7 - CONFLICTING PROVISIONS
14-1.8 - TRANSITIONAL RULES
14-1.9 - GENERAL RULES OF CONSTRUCTION
14-1.10 - INTERPRETATIONS
14-1.11 - APPLICABILITY TO OWNERS, OCCUPANTS AND PREMISES

Article 14-10 - NONCONFORMITIES

14-10.1 - GENERAL PROVISIONS
14-10.2 - LEGAL NONCONFORMING USES
14-10.3 - LEGAL NONCONFORMING STRUCTURES
14-10.4 - LEGAL NONCONFORMING LOTS OF RECORD
14-10.5 - LEGAL NONCONFORMING STRUCTURES IN SPECIAL FLOOD HAZARD AREAS
14-10.6 - NONCONFORMING RESIDENTIAL CONDOMINIUMS

Article 14-11 - ENFORCEMENT

14-11.1 - COMPLIANCE WITH CHAPTER; QUESTIONS
14-11.2 - ENFORCEMENT OFFICER
14-11.3 - ENFORCEMENT PROCEDURES
14-11.4 - REMEDIES AND PENALTIES
14-11.5 - ENFORCEMENT OF SANTA FE HOMES PROGRAM OUTSIDE THE CITY LIMITS

Article 14-2: Administration and Procedures

This article will describe the review and approval procedures for the various types of development applications, with revisions to the current standards as described earlier in this assessment. This article will address the concerns we heard related to procedures, including codifying current review practices (especially post-approval actions), incorporating more objective approval criteria, re-assessing the level of decision-making authority, and streamlining procedures.

Summary Table of Development Review Procedures

The review and approval procedures summary table in Article 14-2 should be enhanced to provide a better overview of all procedures in the LDC and include more detail, such as public notice requirements. An example from another community is shown below. This table includes the name of each procedure; what forms of public notice are required, and applicable decision-making bodies. The table also shows whether the decision-making bodies are responsible for review or final decision, and if that decision is made at a public hearing. Finally, the column immediately to the right of the procedure name, highlighted in grey, is the active link that takes the user directly to all application-specific information related to that specific procedure.

Table 8.1
Summary of Development Review Procedures

KEY: R= Review and Recommendation D= Review and Decision A= Appeal ✓ = Required <> =Public Hearing Required

Procedure		Code Reference	Notice			Pre-Application Conference	Review and Decision-Making Bodies				
			Published	Written	Posted		Staff	Historic Prsvtn Comm.	Planning & Zoning Comm.	City Council	Board of Adjustment
Development Permits											
Development Review	Minor	8.4				✓	D [1]		< A >		
	Major	8.4	✓	✓	✓	✓	R	< R >[3]	< D >	< A >	
Conditional Use Permit		8.4.B	✓	✓	✓	✓	R	< R >[3]	< D >	< A >	
Single-Family Residential Review		8.4.C					D				< A >
Temporary Use Permit		8.4.D				✓[2]	D				< A >
Subdivision Procedures											
Preliminary Plat		8.5.A	✓	✓	✓	✓	R		< R >	< D >	
Final Plat		8.5.B					R			< D >	
Land Division or Combination		8.5.C					D				< A >
Reversion to Acreage		8.5.E	✓	✓	✓	✓	R		< R >	< D >	
Ordinance Amendments											
Rezoning		8.6.A	✓	✓	✓	✓	R	< R > [3]	< R >	< D >	
Rezoning to Planned Development (PD)		8.6.B	✓	✓	✓	✓	R		< R >	< D >	
Code Amendment (Text)		8.6.C	✓			✓ [4]	R		< R >	< D >	

Common Review Procedures

Common review procedures identify and describe the steps of the procedures that apply to most development applications, similar to the content included in Sections 14-3.1(A) through (M) in the current code. Any step of an application procedure described in the current code, such as application submittal requirements, public noticing procedures, and hearing procedures, that is generally applicable to many application types will be described once in this section rather being repeated for each application type.

Specific Development Application Types

This section will include any review and approval information that is specific to a given application type, and not covered in the Common Procedures section, including rezonings, text amendments, amendments to the general plan, specific use permits, variances, historic exceptions, and appeals. The section does cross-reference common review procedures, but includes application-specific information such as materials that must be submitted, as well as the approval criteria. In the current code, there are several instances of information that is included in the procedures section that would better be included in the section related to that topic elsewhere in the code. Once example is the extensive description for Archaeological Clerance Permits that is part of the procedures section. Much of the information that describes the purpose of this procedure and the sub-districts should be in the Overlay section of the code.

Review and Decision-Making Bodies

This final section will incorporate the information that is now included in Article 14-2, Review and Decision-Making Bodies, into this chapter. Article 14-2 describes the powers and duties, membership, and basic meeting procedures for the various review and decision-making authorities for development applications.

Current Sections

The following sections of Chapter 14 will be integrated into this article:

ARTICLE 14-2 - REVIEW AND DECISION-MAKING BODIES
- 14-2.1 - SUMMARY OF ORDINANCE ADMINISTRATION AND REVIEW ROLES
- 14-2.2 - GOVERNING BODY
- 14-2.3 - PLANNING COMMISSION
- 14-2.4 - BOARD OF ADJUSTMENT
- 14-2.5 - BUSINESS-CAPITOL DISTRICT DESIGN REVIEW COMMITTEE
- 14-2.6 - HISTORIC DISTRICTS REVIEW BOARD
- 14-2.7 - ARCHAEOLOGICAL REVIEW COMMITTEE
- 14-2.8 - ADDITIONAL PROCEDURES OF LAND USE BOARDS
- 14-2.9 - SANTA FE EXTRATERRITORIAL LAND USE AUTHORITY
- 14-2.10 - SANTA FE EXTRATERRITORIAL LAND USE COMMISSION
- 14-2.11 - LAND USE DIRECTOR
- 14-2.12 - FLOODPLAIN ADMINISTRATOR

ARTICLE 14-3 - REVIEW AND APPROVAL PROCEDURES
- 14-3.1 - GENERAL PROVISIONS
- 14-3.2 - AMENDMENTS TO THE GENERAL PLAN
- 14-3.3 - AMENDMENTS TO TEXT OF CHAPTER 14
- 14-3.4 - ANNEXATIONS
- 14-3.5 - REZONINGS
- 14-3.6 - SPECIAL USE PERMITS
- 14-3.7 - SUBDIVISIONS OF LAND modified
- 14-3.8 - DEVELOPMENT PLANS
- 14-3.9 - MASTER PLANS
- 14-3.10 - DEVELOPMENT IN SPECIAL FLOOD HAZARD AREAS
- 14-3.11 - CONSTRUCTION PERMITS
- 14-3.12 - CERTIFICATES OF OCCUPANCY
- 14-3.13 - ARCHAEOLOGICAL CLEARANCE PERMITS
- 14-3.14 - DEMOLITION OF HISTORIC OR LANDMARK STRUCTURE
- 14-3.15 - MINOR MODIFICATIONS
- 14-3.16 - VARIANCES
- 14-3.17 - APPEALS
- 14-3.18 - UTILITY CONFORMITY REVIEWS
- 14-3.19 - EXPIRATION, EXTENSION AND AMENDMENT OF DEVELOPMENT APPROVALS
- 14-3.20 - RESIDENTIAL CONDOMINIUMS

Article 14-3: Zoning Districts

The zoning districts article establishes the base zoning districts and overlay districts, and describes the features and standards for each, and explains how the districts and overlays relate to one another.

Zoning Districts Established

This section will summarize the current list of zoning districts, with a summary table similar to the one excerpted below.

Table 30.02-1: Districts Established

District		Section
RESIDENTIAL DISTRICTS		
RS80	Residential Single-Family 80	30.02.02
RS40	Residential Single-Family 40	30.02.03
RS20	Residential Single-Family 20	30.02.04
RS10	Residential Single-Family 10	30.02.05
RS5.2	Residential Single-Family 5.2	30.02.06
RS3.3	Residential Single-Family 3.3	30.02.07
RS2	Residential Single-Family 2	30.02.08
RM18	Residential Multi-Family 18	30.02.09
RM25	Residential Multi-Family 25	30.02.10
RM50	Residential Multi-Family 50	30.02.11
COMMERCIAL DISTRICTS		
CN	Commercial Neighborhood	30.02.12
CP	Commercial Professional	30.02.13
CG	Commercial General	30.02.14
CC	Commercial Core	30.02.15
CU	Commercial Urban	30.02.16
CR	Commercial Resort	30.02.17

Residential Districts

Each residential district will be described in this section, including a purpose statement, a summary table of dimensional standards (height, setbacks, lot area requirements, etc.), and any other standards applicable to that specific district. We recommend including graphics similar to the ones shown earlier in this report to illustrate the dimensional standards for each district. Some communities also supplement their zoning districts with photographs depicting typical development in each district. This section will also reference residential design standards.

Mixed-Use and Non-residential Districts

This section will include zoning district information for all mixed-use districts and non-residential districts, including commercial, industrial, and parks and open space districts. The same structure and organization as that recommended in residential districts would also apply here. Each district would have its own section describing purpose, dimensional standards, district-specific standards, graphics, and references to design standards and other applicable standards such as parking, landscaping, open space, etc.

Overlay Districts

This section will describe how new overlay districts are created and applied (for example, designation of a new Neighborhood Conservation Overlay or creation of a new Planned Unit Development). It will also carry forward all of the existing overlays that are to be maintained in the LDC, including the accompanying standards and requirements, subject to edits and amendments as determined in the rewrite process.

Measurements and Exceptions

This section describes both methods of measurement – for example, how building height is measured – along with any exceptions to such standards. The exceptions include any structures, building elements, or site features that are not subject to or are exempt from complying with dimensional standards (such as uncovered porches or shade structures), or may encroach into required areas (such as spires, chimneys, and bay windows).

Current Sections

The following sections of Chapter 14 will be integrated into this article:

Article 14-4 - ZONING DISTRICTS
- 14-4.1 - GENERAL PROVISIONS
- 14-4.2 - RESIDENTIAL DISTRICTS
- 14-4.3 – NON-RESIDENTIAL AND MIXED-USE DISTRICTS

Article 14-5 - OVERLAY ZONING DISTRICTS
- 14-5.1 - GENERAL PURPOSE; RELATIONSHIP TO GENERAL USE ZONING DISTRICTS
- 14-5.2 - HISTORIC DISTRICTS
- 14-5.3 - ARCHAEOLOGICAL REVIEW DISTRICTS
- 14-5.4 - ARTS AND CRAFTS DISTRICT (if retained)
- 14-5.5 - HIGHWAY CORRIDOR PROTECTION DISTRICTS modified (if retained)
- 14-5.6 - ESCARPMENT OVERLAY DISTRICT
- 14-5.7 - PUD PLANNED UNIT DEVELOPMENT DISTRICT
- 14-5.8 - RS RESIDENTIAL SUITE HOTEL/MOTEL OVERLAY DISTRICT (if retained)
- 14-5.9 - ER ECOLOGICAL RESOURCE PROTECTION OVERLAY DISTRICT
- 14-5.10 - NEIGHBORHOOD CONSERVATION OVERLAY DISTRICTS
- 14-5.11 - WEST SANTA FE RIVER CORRIDOR OVERLAY ZONING DISTRICT
- Appendix, Exhibit E - Midtown Local Innovation Corridor (LINC) District Boundary

Article 14-7 - BUILDING ENVELOPE AND OPEN SPACE STANDARDS AND MEASUREMENTS
- 14-7.1 - GENERAL RULES OF MEASUREMENT AND EXCEPTIONS
- 14-7.2 - RESIDENTIAL DISTRICTS
- 14-7.3 – NON-RESIDENTIAL AND MIXED-USE DISTRICTS
- 14-7.4 - BUSINESS-CAPITOL DISTRICT

Article 14-4: Use Regulations

This article will contain all of the standards applicable to specific land uses.

Summary Table of Allowed Uses

Similar to Table 14-6.1-1, the summary table of allowed uses will summarize allowable uses by zoning district or sub-district, indicating the level of approval required (by-right, special use permit, or not permitted), and where additional standards apply to a particular use, one column of the table will include a cross-references that leads to those standards. As discussed previously in this assessment, the current list of categories and uses will be reviewed and amended as part of the rewrite.

Use-Specific Standards

This section will incorporate standards that apply to specific land uses, such as telecommunications, home occupations, drive-throughs, outdoor storage, and other uses that have unique impacts or standards associated with them. As described above, use-specific standards will be cross-referenced in the summary table of allowed uses to provide quick access to additional standards for any given land use. As the rewrite proceeds, additional use-specific standards will be added as necessary to address concerns about the impacts of uses in certain locations as these concerns come to light.

Accessory and Temporary Uses and Structures

This section will describe the standards for accessory uses (such as home day care facilities), accessory structures (such as detached garages), temporary uses (such as seasonal sales), and temporary structures (such as produce stands). Accessory uses will be shown in the table of allowed uses, likely marked with an "A," or at the end of the table in its own category of uses. Temporary uses will likely be included at the end

of the allowed uses table marked with a "T." As with primary uses, use-specific standards will apply to accessory and temporary uses where necessary.

Current Sections

The following sections of Chapter 14 will be integrated into this article:

Article 14-6 - PERMITTED USES AND USE REGULATIONS
- 14-6.1 - LAND USE CATEGORIES; TABLE OF PERMITTED USES
- 14-6.2 - USE-SPECIFIC STANDARDS
- 14-6.3 - MULTIPLE PRINCIPAL USES; ACCESSORY USES OR STRUCTURES
- 14-6.4 - TEMPORARY STRUCTURES OR USES

Article 14-5: Development and Design Standards

Development standards incorporate site layout, building design, and requirements for site features. While the districts and uses articles focus on what a property owner can do with their property, and where they can do it, development standards regulate elements related to how that development should look. These are the standards that make Santa Fe look like Santa Fe.

Site Layout

This section will describe the standards for site layout features, including but not limited to:

- Terrain management and stormwater drainage;
- Infrastructure requirements;
- Access, circulation, and connectivity;
- Open space requirements;
- Landscaping and tree preservation;
- Screening and buffering, and walls and fences; and
- Parking, loading, and stacking.

Each of these components is important to how the physical site is laid out for development, and will be organized in the LDC "from the ground up."

Architecture and Building Design

The section will include building design standards, and the architectural points system, in whatever form the edited program is carried forward. If the City proceeds with form-based standards that apply in more than one district or overlay, those standards will be part of this section, rather than being repeated in each of the individual areas where the form-based standards apply.

Residential Adjacency

This section will consolidate all standards related to residential adjacency that are scattered throughout the current code, and locate them in this one section. These standards will help to address development and redevelopment near existing low-density residential districts, ensuring adequate mitigation of potential impacts. These standards could include building "stepbacks," reductions of light pole height, increased setbacks, additional buffering or screening requirements, and further controls on storage areas or drive-throughs.

Requirements for Site Features

This section will include standards for various elements related to site development, such as landscaping, off-street parking, lighting, and screening and fencing. Performance standards that are more specific to nuisance regulations, such as the noise ordinance, will remain in Chapter 10, Environmental Regulations, though further discussion may cause some sections of that Chapter (weeds, junk vehicles) to be moved over to be regulated in Chapter 14.

Current Sections

The following sections of Chapter 14 will be integrated into this article:

Article 14-7 – BUILDING ENVELOPE AND OPEN SPACE STANDARDS AND MEASUREMENTS
- 14-7.5 – OPEN SPACE STANDARDS

Article 14-8 – DEVELOPMENT AND DESIGN STANDARDS
- 14-8.1 – GENERAL PROVISIONS
- 14-8.2 – TERRAIN AND STORMWATER MANAGEMENT
- 14-8.3 – FLOOD REGULATIONS
- 14-8.4 – LANDSCAPE AND SITE DESIGN
- 14-8.5 – WALLS AND FENCES
- 14-8.6 – OFF-STREET PARKING AND LOADING
- Appendix, Exhibit A – Table 14-8.6-1 Parking and Loading Requirements
- Appendix, Exhibit B – Illustrations of Parking Space Layout and Dimensional Standards
- Appendix, Exhibit C – Off-Street Bicycle Parking Tables 14-8.6-3, 14-8.6-4, 14-8.6-5, 14-8.6-6
- Appendix, Exhibit D – Bicycle Rack Standards and Dimensions
- 14-8.7 – ARCHITECTURAL DESIGN REVIEW
- 14-8.8 – SUPPLEMENTARY REGULATIONS FOR RETAIL STRUCTURES 30,000 SQ FT GFA OR LARGER
- 14-8.9 – OUTDOOR LIGHTING
- 14-8.10 – SIGNS
- 14-8.11 – SANTA FE HOMES PROGRAM (SFHP)
- 14-8.12 – RELOCATION OF GUNNISON'S PRAIRIE DOGS
- 14-8.13 – DEVELOPMENT WATER BUDGETS
- 14-8.14 – IMPACT FEES
- 14-8.15 – DEDICATION AND DEVELOPMENT OF LAND FOR PARKS, OPEN SPACE…
- 14-8.16 – SCHOOL REQUIREMENTS

Article 14-9 – INFRASTRUCTURE DESIGN, IMPROVEMENT AND DEDICATION STANDARDS
- 14-9.1 – GENERAL PURPOSE AND APPLICABILITY
- 14-9.2 – STREET IMPROVEMENT AND DESIGN STANDARDS
- 14-9.3 – BLOCK AND LOT AND DESIGN STANDARDS
- 14-9.4 – UTILITY AND STORM DRAINAGE IMPROVEMENT AND DESIGN STANDARDS
- 14-9.5 – INFRASTRUCTURE DEDICATION, COMPLETION AND GUARANTEES
- 14-9.6 – STANDARDS FOR INHERITANCE OR FAMILY TRANSFER SUBDIVISIONS

Article 14-6: Rules of Construction and Definitions

Rules of Construction

This section will describe how specific terms are interpreted throughout the LDC, such as lists and examples, computation of time, public officials mentioned in the LDC, and mandatory vs. discretionary.

Definitions

This section will include definitions for all terms in the LDC, including definitions for use categories (e.g., group living, agricultural, utilities), definitions for uses included in the Table of Allowed Uses, acronyms, terms of measurement, procedural terms, and development standards and design terms.

Current Sections

The following sections of Chapter 14 will be integrated into this article:

Article 14-12 - DEFINITIONS
- 14-12.1 – DEFINITIONS

CAN

CREATING AFFORDABILITY NOW

Enhanced Affordability Incentives
Land Code Update Phase 1

Report Produced by Homewise

Paseo Corazon, El Camino Crossing, Santa Fe, New Mexico, 2022

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Overview

This report explores the Enhanced Affordability Incentives (EAI), commonly referred to as Creating Affordability Now (CAN), proposed in Phase 1 of the Land Use Development Code Update. Regulatory barriers have limited the development of affordable housing sufficient to meet the needs of particularly lower-income residents in Santa Fe. EAI seeks to expedite deeply affordable housing through a robust set of incentives, without changing any underlying zoning or making any substantive changes to the code.

Santa Fe Has Become Unaffordable for New Mexicans

- Santa Fe, like much of America, has a severe deficit of affordable and workforce housing. Home prices and rents have skyrocketed in recent years, leaving many long-time city residents with no choice but to move outside the city to obtain housing they can afford.
- Consequently, more than 1-in-3 people employed in Santa Fe live outside Santa Fe County. These commuters spend thousands of dollars and hundreds of hours each year commuting, at enormous cost to them, their families, and the environment.
- Land use rules that mandate low-density housing, convoluted, opaque entitlement processes, and discretionary plan reviews contribute to the worsening housing supply crisis confronting many U.S. cities, including Santa Fe.

Growing the Housing Stock Increases Affordability

- Increasing the supply of housing—both market rate and affordable—is an effective strategy for slowing housing cost growth.
- Cities throughout the US have increased their housing supplies by streamlining their land use processes and implementing inclusionary zoning policies.

The Santa Fe Homes Program is Necessary but not Sufficient to Increase Housing Supply in Santa Fe

- Santa Fe's inclusionary zoning program, the Santa Fe Homes Program, currently requires that at least 15 percent of units in new multifamily rental developments and 20 percent of units in new for-sale developments be affordable to low- and moderate-income households. However, the current incentives have not stimulated sufficient production of affordable housing units.
- According to City building permit data, Santa Fe added 1,982 new dwelling units between 2022 and 2023, of which only 82 (about 4.1%) were affordable.

Long Overdue Land Development Code Updates Can Remove Barriers to Housing

- Santa Fe's Land Development Code (LDC), Chapter 14 of the City's Code of Ordinances, is being updated to better support "contemporary planning and land use practices through clear and consistent regulations that are easy to understand and simple to administer" in a multi-phase process expected to span several years.
- Phase 1 of Santa Fe's LDC update includes changes that will streamline and incentivize the production of affordable housing. These changes, if adopted, can slow housing cost growth and out-migration by expanding the supply of housing.

Enhanced Affordability Incentives in the Santa Fe Homes Program Boost Affordability and Access

- To increase production of affordable units, proposed Phase 1 amendments to the City's LDC include Enhanced Affordability Incentives (EAI). The EAI augments the Santa Fe Homes program (SFHP) by creating a special set of incentives applicable only to "deeply affordable" developments that include at least 30 percent affordable units, twice the number of affordable rental units currently required under SFHP.
- Under EAI, in return for producing more affordable units, developers of deeply affordable projects would qualify for density bonuses, reduced parking requirements, fee waivers, greater dimensional flexibility, administrative review, and 'by-right' approval of development plans that conform to all City standards.
- Unlike the SFHP, which requires participation from developers of projects with 10 or more units, the EAI is optional and only applies to developments in which at least 30% of the units are affordable.

Paseo de Peralta, Casa Pacifica, Santa Fe, New Mexico, 2024

Streamlined Development Review is the Cornerstone of Meaningful Reform

- Although all elements of the EAI package are important, standards-based administrative review is the linchpin. Administrative review makes the entitlement process less contentious and more predictable for all stakeholders by stipulating upfront that a development that meets all the City's objective standards can be approved without lengthy and contentious public hearings.
- The City's current process for approving residential housing development, which is often dominated by adjacent property owners, is unwieldy and inefficient, often requiring multiple public meetings.
- If EAI were adopted, development plans for deeply affordable projects would be reviewed by the Land Use Director and, if found to comply with all development standards, would be approved "by right."
- Community feedback could still be provided to land-use staff and the developer, and administrative approvals would remain subject to the standard appeals process.
- Lengthy and onerous land-use entitlement processes drive up housing costs by extending project timelines, increasing holding costs like property taxes and loan interest, and adding uncertainty that deters investment. These delays are especially detrimental to affordable housing, where thin profit margins cannot absorb prolonged regulatory hurdles, rising financing and construction costs, and neighborhood opposition that seeks to stall projects into infeasibility. Moreover, when approval processes prioritize adjacent neighbors' concerns, higher-density development becomes disproportionately concentrated in politically weaker neighborhoods.
- Housing is expensive and many housing-related government initiatives are costly. Land use reform is a notable exception. Streamlined land use processes are not only low cost to implement but also cost-saving for everyone involved – local jurisdictions, developers, home buyers and renters.
- Without a more streamlined, predictable, and consistent process for approving affordable developments, a small cadre of vocal housing opponents will retain control of land use in Santa Fe and desperately needed new housing will not be constructed.

Enhanced Affordability Incentives are Evidence-Based and Interconnected

- All components of the EAI package have been successfully implemented in other communities, producing meaningful supply increases in cities like Minneapolis and Portland. From 2017-2022 Minneapolis increased their housing stock by 12 percent and were able to stabilize rent rates, which increased only 1 percent over the same period.
- The EAI also have precedent in Santa Fe's current land use code. The Santa Fe Homes program currently provides 15 percent density bonuses and fee waivers proportional to the share of affordable units. Similarly, qualifying projects in the Midtown Local Innovation Corridor (Midtown LINC) Overlay District are eligible for administrative review, fee waivers, and preferential pricing on water purchased from the City's water bank.
- The four major components of the EAI – density bonuses, dimensional flexibility, fee waivers and administrative review - are complimentary and designed to work in tandem. To meaningfully increase housing supply, they must be implemented as a package. To illustrate this interconnectedness: fee waivers and density bonuses can significantly reduce the per-unit cost of development, but developers can't take advantage of higher allowed densities without additional dimensional flexibility. Similarly, higher densities and greater dimensional flexibility can produce more housing at lower cost, but in the absence of administrative review and 'by right' approval, development plans will continue to become mired in protracted disputes with housing opponents and constituencies seeking to keep housing prices high.

Density Bonuses

Dimensional Flexibility and Fee Waivers

Administrative Review

Introduction/Context

Santa Fe has struggled for years with a shortage of affordable housing and currently needs almost 10,000 additional units to balance housing supply and demand.[1] New Mexico's state capitol is a major employment center, with thousands of government jobs and robust hospitality, arts, technology, and healthcare sectors that employ thousands more.[2] But many people who work in Santa Fe simply can't afford to live there. More than one-in-three people employed in Santa Fe commute from outside the county, often from homes in more affordable communities like Rio Rancho to the south and Espanola to the north.[3] Long car commutes contribute to climate change and impose high costs – financial, physical, and social - on workers and their families. People employed in Santa Fe who are unwilling or unable to live far from where they work have no choice but to absorb high housing costs that often leave few resources for other necessities like food and healthcare. According to City building permit data, Santa Fe added 1,982 new dwelling units between 2022 and 2023, of which only 82 (about 4.1%) were affordable.[4] The high cost of housing also makes it increasingly difficult for employers to attract and retain workers, affecting essential sectors like education, healthcare, public safety, and more.

Santa Fe's Land Development Code (LDC), Chapter 14 of the City's Code Of Ordinances,[5] governs all aspects of the City's built environment, including development review and approval processes, zoning districts, building development standards, and urban design. The LDC is being updated to better support "contemporary planning and land use practices through clear and consistent regulations that are easy to understand and simple to administer" in a multi-phase process expected to span several years.[6] This report explores proposed Phase 1 changes to Santa Fe's Land Use Development Code that impact the Santa Fe Homes program. Santa Fe Homes seeks to increase access to affordable housing for Santa Fe residents by incentivizing the development of affordable units.

1 Santa Fe County (2023, March). Santa Fe County Affordable Housing Plan. Retrieved from: SantaFeHousingAction.org
2 https://datausa.io/profile/geo/santa-fe-county-nm
3 US Census Bureau. (2021) Longitudinal Employer-Household Dynamics. Retrieved from: https://onthemap.ces.census.gov/. and Santa Fe Housing Actiony. (2020, September 10). Impact of Affordable Housing on Families and Communities Part One. Retrieved from: https://santafehousingaction.org/wp-content/uploads/2021/01/AFFORDABLE-HOUSING-FAMILIESCOMMUNITIES-CDWhitePaper9.9.2020LMD-1.pdf
4 City of Santa Fe Land Use Department, correspondence October 18, 2024
5https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=15537
6 https://www.santafeldcupdate.org/_files/ugd/159463_c2b9f4343ab5437486e0c8aa39530902.pdf

Growing the Housing Stock Increases Affordability

To slow the growth of housing costs and the displacement that results, Santa Fe must increase its stock of affordable and middle housing. “Middle” housing refers to housing that sits in the middle of the affordability spectrum – generally more affordable than single family detached homes, but less affordable than large multifamily complexes. Typical middle housing types include townhomes, duplexes, triplexes and fourplexes.

Increasing the supply of housing, both market rate and affordable, is a proven strategy for slowing the growth of housing costs.[8] Recent research documents a significant decrease in area rents when new market rate units are added in low-income communities.[9] This outcome is consistent with the law of supply and demand but also reflects a “filtering” effect wherein new units attract higher income renters whose old units then “filter down” to lower income households. This supply effect won’t solve Santa Fe’s housing problems, but it can impose downward pressure on prices.[10]

Paseo Corazon, El Camino Crossing, Santa Fe, New Mexico, 2020

Supply-Side vs Demand-Side Incentives

Housing incentives can be divided into two broad categories: demand side incentives that make it easier or less costly to rent or buy a home and supply-side incentives that make it easier and/or less costly to build a home or offer one for rent. Demand side incentives like the federal mortgage interest income tax deduction, subsidized down payment assistance, and rental vouchers can be very effective when housing inventories are sufficient to absorb the higher demand they produce. However, in the absence of adequate supply, increasing the demand for homes simply drives prices even higher. Supply side incentives, like the federal Low Income Housing Tax Credit, density bonuses for developers, and the land use reforms discussed in this report, make it easier and more cost effective to bring housing units to market. As inventories grow and housing markets loosen, upward pressure on home prices is alleviated and housing starts to become more affordable.

8 Been, V., Ingrid Gould, E. & O’Regan, K.M. (2023, November 10). Supply Skepticism Revisited. NYU Law and Economics Research Paper No. 24-12, Available at SSRN: https://ssrn.com/abstract=4629628 or http://dx.doi.org/10.2139/ssrn.4629628
9 Asquith, B.J., Mast, E. & Reed, D. (2019). Supply Shock Versus Demand Shock: The Local Effects of New Housing in Low-Income Areas. Upjohn Institute Working Paper 19-316. Kalamazoo, MI: W.E. Upjohn Institute for Employment Research. https://doi.org/10.17848/wp19-316
10 Mast, E. (2019). The effect of new market-rate housing construction on the low-income housing market. Working Paper

Regulatory Barriers Impede Housing Supply Growth

Santa Fe's efforts to increase the supply of affordable housing have been stymied by financial and regulatory barriers. Most housing is produced and managed by the private sector and must therefore generate a positive return on investment (ROI) if it is to be built. High costs for land, construction services and financing reduce ROI and render many projects financially unfeasible. Impact and other development-related fees add over $11,000 in cost per market-rate unit. In addition, the City's current process for approving residential housing development is unwieldy and inefficient, often requiring multiple public meetings and quasi-judicial proceedings. Onerous land use processes increase costs by delaying approvals and injecting uncertainty into what could be straightforward and predictable processes.

Developments that include a significant share of affordable units are particularly vulnerable to regulatory delays because they typically operate on thin margins and often layer funding from a diversity of public and private sources, each with their own restrictions, timelines and leverage requirements. Delays and uncertainty about approvals can shift the delicate balance of project funding sources, undermining financial feasibility.

A large and growing body of research shows that regulatory barriers that restrict the intensity of land use contribute to supply shortages. Several recent studies have identified strong correlations between measures of zoning strictness, such as the time required to obtain building permits, and both homelessness[11] and higher housing prices.[12] [13] [14] A 2019 California study found that, in addition to increasing the cost of housing, land use restrictions like single-family zoning and lot size minimums contribute to racial segregation.[15]

Recent research also demonstrates the positive impact that reducing regulatory hurdles can have on housing supply.[16] Using data from over 1,000 US cities, Urban Institute researchers identified a statistically significant association between loosened land use restrictions and increased housing supply within three to nine years of the land use policy changes.[17] Pew researchers found that adoption of more flexible zoning rules may have slowed housing cost growth in several U.S. cities.[18] Six years after a major, citywide upzoning by Aukland NZ researchers found significantly lower rents than would have existed had the up-zoning not occurred.[19]

11 Dawkins, C. J. (2023). Homelessness and housing supply. Journal of Urban Affairs, 1–19. https://doi.org/10.1080/07352166.2023.2168553

12 Glaeser, E.L. & and Gyourko, J. (2003). The Impact of Building Restrictions on Housing Affordability. Federal Reserve Bank of New York. Retrieved from: https://www.newyorkfed.org/medialibrary/media/research/epr/03v09n2/0306glae.pdf

13 Hilber, C. A. L., & Vermeulen, W. (2016). The Impact of Supply Constraints on House Prices in England. The Economic Journal, 126(591), 358–405. http://www.jstor.org/stable/24738168

14 Asquith, B.J., Mast, E. & Reed, D. (2019). Supply Shock Versus Demand Shock: The Local Effects of New Housing in Low-Income Areas. Upjohn Institute Working Paper 19-316. Kalamazoo, MI: W.E. Upjohn Institute for Employment Research. https://doi.org/10.17848/wp19-316

15 Rothwell, J. (2019). "Land Use Politics, Housing Costs, and Segregation in California Cities." Terner Center Land Use Working Paper Series.Terner Center for Housing Innovation at UC Berkeley. Retrieved from: http://californialanduse.org/working-papers.html.

16 Lindberg, R. & Horowitz, A. (2024, August 28). Reforms Spur Faster Housing Approvals in California. Pew Charitable Trusts.

17 Stacy, C., Davis, C., Freemark, Y. S., Lo, L., MacDonald, G., Zheng, V., & Pendall, R. (2023). Land-use reforms and housing costs: Does allowing for increased density lead to greater affordability? Urban Studies, 0(0). https://doi.org/10.1177/00420980231159500.

18 Horowitz, A. & Canavan, R. (2023, April 17). New data from 4 jurisdictions that are allowing more housing shows sharply slowed rent growth. Pew Charitable Trusts. Retrieved from: https://www.pewtrusts.org/en/research-and-analysis/articles/2023/04/17/more-flexible-zoning-helps-contain-rising-rents

19 Greenaway-McGrevy, R. & Phillips,P. (2023).The impact of upzoning on housing construction in Auckland, Journal of Urban Economics, Volume 136. Retrieved from: https://cdn.auckland.ac.nz/assets/business/about/our-research/research-institutes-and-centres/Economic-Policy-Centre--EPC-/WP016.pdf

Supply Side Solutions: Land Use Reform and Inclusionary Zoning

Cities throughout the US are reforming their land use policies and procedures to expedite the development of much-needed housing. Minneapolis' suite of land use reforms, which included by-right development of duplexes and triplexes in single-family zoning, is credited with a large expansion of both affordable and market rate housing while keeping annual rent growth under 1 percent. Unlike Santa Fe, housing in Minneapolis has become relatively more affordable in recent years because incomes have grown faster than housing costs.[20] [21]

In Santa Fe, as in much of the US, the private sector has not delivered the new units needed to bring the supply and demand for housing into equilibrium and slow the rapid escalation of housing costs.

To encourage the development of new affordable units, Santa Fe, like many other communities, has enacted an inclusionary zoning (IZ) program. IZ requires real estate developers to include a certain percentage of affordable housing units within new or redeveloped residential projects and provides incentives to offset the resulting costs. Incentives are critical to IZ, which relies on market rate units to cross subsidize affordable ones. Incentives help ensure that market-rate units produce enough income to offset the costs of the affordable units and make the entire development financially feasible for private developers.

Oshara Blvd, Oshara, Santa Fe, New Mexico, 2016

The Santa Fe Homes Program: Necessary but Not Sufficient

Santa Fe's inclusionary zoning program - the Santa Fe Homes Program,[22] requires that new multifamily rental developments include at least 15 percent affordable units and new homeownership developments include at least 20 percent affordable units. Instead of providing affordable units, multifamily rental developers and for-sale developments of 10 or fewer units may pay a 'fee-in-lieu' into the City's Affordable Housing Trust Fund.[23] In return, builders receive a 15 percent "density bonus" which allows them to build 15 percent more units on a given parcel than would be permitted under existing zoning. Participating developers also qualify for fee waivers proportional to the share of affordable units in their project. While increasing the fee-in-lieu may be warranted, additional incentives are also needed to stimulate production of the affordable units Santa Fe needs.

20 Horowitz, A, Liang, L. & Staveski, A. (2024, Jan 4). Minneapolis Land Use Reforms Offer a Blueprint for Housing Affordability. The Pew Charitable Trusts. Retrieved from: https://www.pewtrusts.org/en/research-and-analysis/articles/2024/01/04/minneapolis-land-use-reforms-offer-a-blueprint-for-housing-affordability.
21 City of Minneapolis. (2024). The Way Home: Safe, dignified, and affordable housing for Minneapolis residents 2021-2023 Progress Report. Retrieved from: Way Home Report - City of Minneapolis (minneapolismn.gov)
22 Section 26-1.2 SFCC 1987
23 For-sale developments with more than 10 units do not have a fee-in-lieu option.

The Proposal: Inclusionary Enhancements for Deeply Affordable Housing

Proposed Phase 1 revisions to the City's Land Use Development Code include several provisions that address the regulatory and financial barriers that impede the development of affordable and workforce housing in Santa Fe.[24]

Oshara Blvd, Oshara, Santa Fe, New Mexico, 2020

Density Bonuses

The EAI provide "deeply affordable" developments, defined as those that provide at least 30 percent affordable units, a robust set of incentives including density bonuses that are larger than those available through the SFHP and that increase with the percentage of affordable units.

Density bonuses are incentives offered by local governments that allow developers to build more housing units or square footage than would otherwise be permitted under existing zoning. In exchange for increased density, developers commit to incorporating features that support the jurisdiction's policy goals. Often those policy goals include increasing the supply of affordable housing, although they may also include objectives such as transit-oriented development, green building, or housing for seniors or other specific populations. Density bonuses are common features of inclusionary zoning programs because they help offset the cost of meeting inclusionary requirements by allowing developers to construct more units on a given parcel of land.

Many cities offer density bonuses and some states including California[25] and Oregon[26] have mandated density bonuses statewide. Density bonuses can take a variety of forms including higher maximum floor area ratios (total building area as a percentage of net lot area), larger height allowances, and, as in the SFHP, additional units beyond the zoned maximum.

The SFHP provides a single 15 percent density bonus, regardless of the percentage of affordable units in a development, providing no incentive for developers to exceed the minimum required number of affordable units. In contrast, the EAI density bonuses increase with the share of affordable units, thereby incentivizing projects with a higher percentage of affordable units.

24 Santa Fe, New Mexico, Land Development Code 468 Phase 1 LDC Foundations | PUBLIC DRAFT September 2024
25 California Government Code. Title 7: Planning and Land Use. Retrieved from: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65915&lawCode=GOV
26 Oregon State Legislature. Retrieved from: https://olis.oregonlegislature.gov/liz/2021R1/Measures/Overview/SB8

The EAI provides tiered density bonuses that become more generous with higher levels of affordability, increasing from 1.5 times the number of affordable units in developments in which 30 to 39 percent of units are affordable to twice the number of affordable units in developments in which 50 percent of more of units are affordable. For example, a developer that builds 3 affordable units on a parcel that would be allowed to include a maximum of 10 units under base zoning would be entitled to build 15 units total, the 10 units allowed under based zoning plus five bonus units (1.5 * 3 = 4.5, rounded up to 5). Similarly, if they built 4 affordable units (40% of the 10 units allowed under base zoning), they could build a total of 17 units - the 10 units allowed under based zoning plus 7 bonus units (1.75*4). Finally, if 5 or more units were affordable, they would be entitled to a density bonus equal to two times the number of affordable units. A 50 percent affordable development on a parcel zoned for a maximum of 10 units could include 20 units total.

30% Affordability

Density Bonus of 1.5x
the # of affordable units

For example, in a project with **10 base dwelling units**, if **3 units are affordable**, there would be a **density bonus of 5 units**, enabling a **total of 15 units**.

40% Affordability

Density Bonus of 1.75x
the # of affordable units

For example, in a project with **10 base dwelling units**, if **4 units are affordable**, there would be a **density bonus of 7 units**, enabling a **total of 17 units**.

50% Affordability

Density Bonus of 2x
the # of affordable units

For example, in a project with **10 base dwelling units**, if **5 units are affordable**, there would be a **density bonus of 10 units**, enabling a **total of 20 units**.

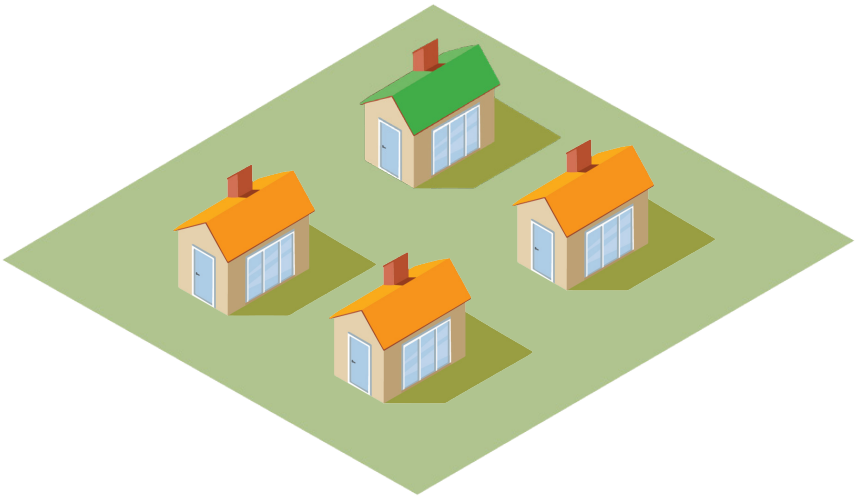
Market Rate Unit

Affordable Unit

Density Bonus Unit

Several factors mitigate the actual amount of units a project could deliver; for example, height standards will remain unchanged and would potentially limit a developer's ability to reach the maximum density bonuses, even if they are willing to deliver up to 100% affordable units. Additionally, financial factors affect the project design. Going beyond a 50% affordability commitment will likely prove infeasible unless the developer has significant subsidy.

To better incentivize infill, small projects on less than 2.5 acres in R1 (one dwelling unit per acre) zones would qualify for an enhanced density bonus in which each affordable unit would authorize the construction of three additional market rate units, for a total of 4 units on each one-acre parcel. The dwelling units may be attached or detached single family units or units within a multi-family building. This incentive will enable landowners to develop traditional housing compounds on single family lots, provided that at least one of the units in the compound is affordable.



Affordable Unit

Density Bonus Unit

Precedent:

Density bonus programs are widespread in the U.S. and a common feature of inclusionary zoning programs. As noted previously, the Santa Fe Homes program has offered a 15 percent density bonus in return for 15 to 20 percent affordability or an in-lieu payment since 2011.

Some communities utilized tiered density bonuses to further incentivize development in specific areas. In **Denver**, new market-rate housing developments with ten or more units must provide on-site affordable units or pay a fee in lieu. Denver requires developers to provide a higher degree of affordability in the city's pricier neighborhoods. In exchange, developers receive density bonuses in the form of increased height allowances. **Austin's** density bonus program is also tiered, offering larger bonuses for projects close to public transit.[27]

Sliding scale density bonuses, like those included in the EAI, that increase with the percentage of affordable units and/or the degree of affordability are also popular. **California's** density bonus law guarantees density bonuses of up to 100 percent to developers that include affordable units in their projects pursuant to a sliding scale that increases with both the percent of affordable units and the degree of affordability.[28] For example, developments can qualify for a 20 percent density bonus if 5 percent of units are affordable to very low income (<50% AMI) households or if 10 percent of units are affordable to low income (<80% AMI) households.[29] The more affordable units a developer provides, the higher the density bonus they can claim. Developments that are 100 percent affordable are not subject to density limitations. Many cities, including **San Diego**, **Los Angeles**, and **San Francisco** offer additional density bonuses beyond those mandated by the state. **Portland, Oregon** also offers unlimited density to developments in which all units are affordable for households under 60 percent AMI. **Madison, Wisconsin's** density bonus program allows developments of 10 or more units in which at least 15 percent are affordable to exceed zoning limits on height or unit density. The city uses a point system to determine the size of the density bonus, with greater densities allowed at greater percentages of affordability.

27 City of Austin Planning Department. Downtown Density Bonus Program. Retrieved from: https://www.austintexas.gov/page/downtown-density-bonus-program
28 California Code, GOV 65915. Retrieved from: leginfo.legislature.ca.gov.
29 Goetz, J. & Sakai, T. (2021, January). Guide to the California Density Bonus Law. Retrieved from: https://www.meyersnave.com/wp-content/uploads/California-Density-Bonus-Law_2021.pdf

Density Bonus Summary: Treatment of Deeply Affordable Developments: Standard SFHP versus EAI		
	Standard Santa Fe Homes Program (SFHP)	**Enhanced Affordability Incentives (EAI)**
Deeply Affordable Developments (>30% affordable)	15% of total units	30%-39% affordable: 150%*SFHP units 40%-49% affordable: 175%*SFHP >49% affordable: 200%*SFHP units
Infill enhanced bonus for R1 lots of 2.5 acres or less	N/A	3 additional units for every 1 SFHP unit, up to 4 units/acre

Dimensional Flexibility

To take full advantage of density bonuses, developers will need more design flexibility than is provided for under the City's current dimensional standards. Dimensional standards, which are generally based on a property's underlying zoning, include factors such as lot coverage, setbacks, maximum heights, and open space requirements. The EAI includes less restrictive minimum lot sizes, waiver of minimum setbacks and step-backs along internal lot lines, and reduced off-street parking requirements. In addition, under the proposed enhancements, developments that provide at least 250 sq ft of open space per dwelling unit would not be subject to existing lot coverage requirements.

Lot Coverage/Open Space

Lot coverage requirements limit the percentage of a parcel of land that can be covered by buildings or structures. Maximum coverage limits are designed to control the density of development, preserve open space, and manage stormwater runoff. Santa Fe currently limits lot coverage to 40 percent or up to 50 percent if additional private open space is provided.[30] The EAI proposal would eliminate lot coverage maximums if at least 250 sf of open space is provided per dwelling unit and stormwater management standards are met.

Precedent:

Numerous U.S. cities have adjusted their maximum lot coverage requirements to increase housing density and promote the production of affordable housing. The **Minneapolis** 2040 Plan, which allowed by-right development of duplexes and triplexes in single-family zoning citywide, also increased lot coverage allowances to support higher-density housing. In **Salida, Colorado**, residential developments with at least 16.7 percent affordable units may increase the allowed density and are subject to reduced dimensional standards, including smaller minimum lot sizes and higher lot coverage ratios.[31]

Portland's Residential Infill Project (RIP) legalized the construction of two-, three-, and four-unit developments on almost all residential properties and permits up to six units per single family lot, provided that at least three of those units are affordable to households under 60 percent AMI.[32] This density bonus, coupled with new restrictions on the maximum size of new single-family homes, has prompted developers to shift away from building McMansions and toward the development of middle housing (duplexes, triplexes, fourplexes, and ADUs), by making the latter more profitable than the former. RIP went into effect in August 2021 and produced 127 additional units of 'middle'

30 §14-7.5(C)(1)
31 City of Salida. Retrieved from: https://www.cityofsalida.com/media/8581
32 City of Portland. Retrieved from: https://www.portland.gov/bps/planning/rip/about-project

housing in low density zones in just its first six months.[33] **Austin's** Affordability Unlocked program waives certain development regulations, including maximum lot coverage requirements, for projects that meet specific affordable housing criteria. In **Durham, North Carolina**, the Expanding Housing Choices policy allows for increased lot coverage for duplexes, triplexes, and accessory dwelling units (ADUs) in areas previously restricted to single-family homes. **Seattle**, **San Francisco** and **Denver** are additional examples of cities that allow developers to increase lot coverage and density if they provide affordable housing.

Parking

Most U.S. cities have minimum parking requirements that stipulate the number of off-street parking places that must accompany each new dwelling unit. Parking minimums are a barrier to affordable housing because they increase the amount of land needed for a development, which increases the cost of housing and reduces the amount of developable land. In Santa Fe, those limits are currently two parking spaces per dwelling unit for single family homes and multifamily rental projects of five or fewer units. Parking minimums for large multifamily developments are complex and onerous. The EAI proposals would streamline parking requirements, predicating parking minimums on number of bedrooms rather than square footage, with one- and two-bedroom units requiring one parking space and units with more than two bedrooms requiring two spaces. EAI parking minimums also do not differentiate between dedicated and common parking spaces in multifamily developments.

Precedent:

An ever-growing number of U.S. cities have reduced or eliminated parking requirements to increase housing production and affordability. In 2017, **Buffalo** became the first major U.S. city to eliminate all parking minimums.[34] Other cities including **San Francisco**, **Minneapolis**, **Sacramento**, **Cincinnati**, and **Austin** have since followed suit. **Portland** eliminated parking requirements for buildings with fewer than 30 units located near public transit. **Los Angeles** has also targeted parking reductions to transit-adjacent developments. LA's Transit Oriented Communities (TOC) Incentive Program encourages the construction of affordable housing by reducing the need for expensive parking facilities. In **Seattle,** no off-street parking is required for new developments in designated Urban Villages (areas of the city where growth and development are concentrated with the goal of creating dense, mixed-use neighborhoods that are walkable, transit-oriented, and sustainable).

33 Britschgi, C. (2022, June 13). Portland Legalized 'Missing Middle' Housing. Now It's Trying to Make It Easy to Build. Reason Magazine. Retrieved from: https://reason.com/2022/06/13/portland-legalized-missing-middle-housing-now-its-trying-to-make-it-easy-to-build/

34 Orbach, R. & Minott, O. (2023, Sept 14). Eliminating Parking Minimums in Buffalo, NY. Bipartisan Policy Center. Retrieved from: https://bipartisanpolicy.org/blog/eliminating-parking-minimums-in-buffalo-ny/#:~:text=Reforms%20Implemented,off-street%20parking%20minimums%20citywide.

Dimensional Flexibility Summary: Treatment of Deeply Affordable Developments: Standard SFHP versus EAI		
	Standard Santa Fe Homes Program (SFHP)	**Enhanced Affordability Incentives (EAI)**
Minimum net lot area	**Single-family dwellings (if city sewer and water are provided)**: 4,000 sq. ft. minimum; 2,000 sq. ft. if common open space is provided **Multifamily dwellings**: 4,000 sf per DU or as required to comply with maximum gross density	The size necessary to comply with the maximum allowed density.
Maximum Lot Coverage & Open Space	40%, up to 50% if additional open space is provided (§14-7.5(C)(1))	Developments that provide at least 250 sq ft of open space for each dwelling unit and meet stormwater management standards are not subject to lot coverage requirements.
Minimum setback and stepback (distance from other properties, streets, and structures)	**Setbacks: R1-R9 Zones** Street: 7 ft Side: 5 or 10 ft Rear: Lesser of 15 ft or 20% of the avg lot depth **Setbacks: Higher Density** Zones established in development plan approved by Planning Commission **Stepbacks** Within 10 ft of side or rear property line 14 ft. Within 15 ft of side or rear property line 24 ft	Minimum setback and step back requirements are waived along internal lot lines.
Parking	Detached and 2-5 unit attached: 2 spaces per dwelling unit Attached >5 units: <800 sf – 1 dedicated, .25 common 800-1200 sf – 1 dedicated, .5 common >1200 sf – 1 dedicated, 1 common	1-to-2-bedroom dwelling units: 1 space Dwelling units with more than 2 bedrooms: 2 spaces (If at least one bicycle parking space is provided in addition to the standard off-street bicycle parking requirements)

Administrative Review

Under Santa Fe's current code, development plans are presented by the developer to the community at an Early Neighborhood Notification (ENN) meeting. They are then reviewed and approved by the Planning Commission over the course of one or more public meetings. Under the EAI proposal, development plans for deeply affordable projects would no longer be subject to review by the Planning Commission. Instead, they would be reviewed by the Land Use Director and, if found to comply with all development standards, approved "by right."[35] Administrative review makes the process less contentious and more predictable for all stakeholders by stipulating upfront that a development that meets all the City's objective standards cannot be denied approval solely based on public input. Cities that streamline their land use decisions shave weeks or even months off approval timelines, which may explain why researchers have found correlations between streamlined land use decisions and lower housing costs.[36] There is also abundant evidence from across the country that the input received at public land use hearings disproportionately reflects the preferences and priorities of residents who are older, whiter and more likely to be homeowners than city residents overall.[37] Typical land use processes provide an outsized voice to these small but vocal and well-resourced opposition groups, often enabling their concerns about property values and parking to trump the community's need for more housing. More efficient local land use processes also have strong public support. A 2023 Pew survey found that 86 percent of American adults favored requiring "local governments to use a quick and clear process for making decisions about building permits."[38]

35 Special use permits, variances, and exceptions to overlay requirements for deeply affordable projects would continue to be reviewed and approved by the Land Use Board, but the development as a whole would be reviewed and approved at the administrative level.
36 Glaeser, E. & Gyourko, J. (2018). The Economic Implications of Housing Supply. Journal of Economic Perspectives 32, no. 1 pp 3-30. Retrieved from: https://pubs.aeaweb.org/doi/pdfplus/10.1257/jep.32.1.3.
37 Einstein, K. L., Glick, D. M., & Palmer, M. (2019). Neighborhood Defenders: Participatory Politics and America's Housing Crisis. Cambridge: Cambridge University Press.
38 Horowitz, A. & Kansal, T. (2023, Nov. 3). Survey Finds Large Majorities Favor Policies to Enable More Housing. The Pew Charitable Trusts. Retrieved from: https://www.pewtrusts.org/en/research-and-analysis/articles/2023/11/30/survey-finds-large-majorities-favor-policies-to-enable-more-housing.)

Discretionary land use approvals are a major impediment to the timely development of affordable housing. Lengthy land-use entitlement processes increase the cost of housing by extending project timelines, which leads to higher holding costs, such as property taxes and loan interest. These delays also add uncertainty and risk, making projects less attractive to investors and more costly due to potential redesigns, regulatory changes, and construction cost increases. Additionally, prolonged timelines result in higher financing costs, as developers face increased interest payments and stricter equity requirements to secure funding. Regulatory delays are particularly detrimental to affordable housing projects which have tight margins and are often dependent on time-limited grant funding. The costs imposed on developers by protracted and unpredictable land use processes are ultimately absorbed by homeowners and renters in the form of higher housing costs.[39]

Administrative review by land use personnel rather than discretionary review by elected or appointed officials reduces costs and uncertainty for all participants in the process and brings projects to market faster.

Administrative review provides cities the opportunity to concentrate public input at the legislative level, where it can guide policy and thus have the greatest impact. By actively soliciting public participation and utilizing inclusive and transparent processes in developing and adopting updates to the city's General Plan, Santa Fe can focus public attention on the establishment of community-wide development standards rather than approval of specific projects. More intense community outreach and engagement at the General Plan level can also reduce the public's perceived need to participate in site-specific approvals because they have participated in developing the standards that administrative reviewers must apply.

Precedent:

The City of Santa Fe already requires administrative review of qualifying projects in the City's LINC Overlay.

Many local governments throughout the U.S. have adopted administrative review of housing development plans, improving the speed and predictability of land use approvals by enabling housing projects that meet all objective standards to bypass onerous public hearing requirements.

Pursuant to a 2022 Executive Directive,[40] the City of **Los Angeles** requires administrative reviews of all affordable housing developments that do not require zoning changes, variances, or General Plan amendments, within 60 days of receipt.[41] LA has employed administrative review as a development incentive since at least 2017, when the city's Transit Oriented Communities Affordable Housing Incentive Program (TOC) began allowing administrative review and 'by-right' approval as well as density and parking bonuses for housing developments within a one-half mile radius of a major transit stop. City officials credit this component of the program with significant increases in both affordable and market rate units in TOC areas.[42] The cities of **Oakland**,[43] **San Francisco**, **San**

39 Glaeser, E. & Gyourko, J. (2018). The Economic Implications of Housing Supply. Journal of Economic Perspectives 32, no. 1 pp 3-30, https://pubs.aeaweb.org/doi/pdfplus/10.1257/jep.32.1.3.
40 Office of Los Angeles Mayor Karen Bass. (2022, Dec 16). Mayor Bass signs Executive Directive to dramatically accelerate and lower the cost of affordable housing and temporary housing | Mayor Karen Bass (lacity.gov)
41 City of Los Angeles Interdepartmental Correspondence (2023, February 9). Retrieved from: ed-1-implementation-guidelines.pdf (ladbs.org

Diego, and **Redwood City** are some of the other California communities that expedite approval of affordable housing through administrative review.

Legislation adopted by the **State of Washington** in 2023 allows local jurisdictions to exempt residential development plans for "middle"[44] and infill housing from public hearing requirements. The cities of **Seattle**[45] and **Auburn** are two Washington communities that provide for administrative design review, particularly for affordable housing projects, allowing for quicker approvals under certain conditions.

Colorado's Proposition 123 requires expedited review of all development projects in which at least fifty percent of the residential units are affordable. Many Colorado communities, including **Denver**, **Salida**, **Commerce City**,[46] [47] and **Fort Collins**,[48] have adopted administrative review to help speed affordable housing approvals. According to officials in Salida, shifting to administrative review trimmed weeks from the approval process. **Denver** is currently overhauling its permitting process to speed approvals and meet its goal of cutting permit review time by 30 percent[49] and permitting new affordable housing developments in under 90 days.[50]

In **Phoenix**, the city's planning and development department reviews site plans, development plans, land divisions, plats, and plat amendments administratively and can approve them without public hearings or city council approval. These changes have shaved well over a month off the approval process. [51] In **Minneapolis**, streamlined land use approvals, including administrative review, reduced approval time by up to two months.[52]

Finally, **New York City** provides an example of why administrative review is the linchpin of local efforts to increase density and expedite approvals. In 2016, New York adopted the Mandatory Inclusionary Housing Program (MIH), which offered increased density to residential construction projects in exchange for new affordable housing units.[53] The MIH, which is triggered by rezonings for increased density, seeks to capture some of the value that upzoning creates for private developers to increase the city's affordable housing stock. In NYC, rezonings entail review and public hearing at multiple levels of local government (community board, borough president, City Planning Commission, and City Council). Because such hearings give disproportionate voice to well-funded and well-organized opposition from wealthier city residents, upzoning has been limited to lower income areas and even in those areas rezoning proposals that include MIH requirements have faced strong community opposition which has delayed rezonings and slowed housing growth.

42 Terner Center for Housing Innovation (2019, Dec). Lessons in Land Use Reform: Best Practices for Successful Upzoning. Retrieved from: https://ternercenter.berkeley.edu/wp-content/uploads/pdfs/Lessons_in_Land_Use_Reform.pdf
43 City of Oakland Department of Housing and Community Development. 2024 PRO Housing application. Retrieved from: https://cao-94612.s3.us-west-2.amazonaws.com/documents/PRO-Housing-2024-PUBLIC-COMMENT-DRAFT.pdf
44 defined in the WA law as fourplexes, attached and detached accessory dwelling units, cottage housing, stacked flats, townhouses with more than four units, and courtyard apartments
45 Seattle Department of Construction and Inspections. 2023 SEPA Exemption for Infill Housing (SB 5412). Retrieved from: FAQSEPAExemption.docx (live.com)
46 State of Colorado Department of Local Affairs. Side-by-Side Analysis of Challenges and Strategies | Department of Local Affairs (colorado.gov)
47 Commerce City Colorado. Expedited Priority Case Review Policy. Retrieved from: 638103263849470000 (c3gov.com)
48 City of Fort Collins. Development Incentives for Affordable Housing - City of Fort Collins (fcgov.com)
49 City of Denver. Citywide Goals 2024. Retrieved from: https://www.denvergov.org/files/assets/public/v/3/mayor/documents/2024-town-hall-6.pdf
50 State of Colorado Department of Local Affairs. Side-by-Side Analysis of Challenges and Strategies | Department of Local Affairs (colorado.gov)
51 City of Phoenix Approves New Streamlined Plat Approval Process
52 New Minneapolis ordinance aims to increase housing downtown | MPR News
53 National Association of Homebuilders. (2015) Development Process Efficiency: Cutting Through the Red Tape. Abt Associates. Retrieved from: https://www.nahb.org/-/media/NAHB/advocacy/docs/top-priorities/housing-affordability/overview-part-2-expedite-approvals-for-affordable-projects.pdf

Administrative Review Summary: Treatment of Deeply Affordable Developments: Standard SFHP versus EAI		
	Standard Santa Fe Homes Program (SFHP)	**Enhanced Affordability Incentives (EAI)**
Review and Approval of Development Plans	Development plans are subject to multiple public meetings and quasi-judicial review by the Planning Commission	Development plans for deeply affordable developments are reviewed by the land use director and, if found to comply with all objective standards, approved 'by right.'

Oshara Blvd, Oshara, Santa Fe, New Mexico, 2016

Three Kinds of Land Use Decisions

Local governments engage in three distinct types of land use decision-making: Legislative, quasi-judicial, and administrative. The three types of decisions differ procedurally and in the amount of discretion afforded the decision-makers.

Legislative decisions entail the most discretion. Legislative decisions produce broadly applicable laws and typically involve public meetings and citizen engagement. The Santa Fe City Council is acting in its legislative capacity when it develops and adopts laws.

Quasi-judicial decisions are made by the City Council and Planning Commission based on the application of pre-existing laws or regulations to specific, individual cases. Quasi-judicial decision-makers can exercise discretion, but it is strictly limited by local ordinance and state law. When making quasi-judicial decisions, the Council and Planning Commission act like courts—evaluating evidence, applying legal standards, and making rulings that affect the rights or interests of specific parties.

Quasi-judicial proceedings typically involve one or more formal hearings and must follow the basic standards of due process, including properly noticed hearings, opportunities for all sides to present their cases, no ex parte contacts (i.e., contact between a party involved in a case and the decision maker(s) without the other parties' knowledge), and impartial decision-makers free from bias and conflicts of interest. Quasi-judicial proceedings create a record consisting of all the evidence, testimony, and documents presented during the hearing that can be used if the decision is appealed in court.

Administrative decisions are typically made by staff, not elected or appointed officials. They involve the application of clear standards set by policies or ordinances and thus allow very little discretion on the part of the decision-maker(s). Strict adherence to objective standards means that administrative decisions are often more predictable, faster, and more likely to conform to the letter of the law than other types of decisions.

Voting to adopt the SFHP Enhanced Affordability Incentives as part of the Phase 1 General Plan amendments would be a legislative decision. Implementing them would shift some decisions currently made in a quasi-judicial fashion by the Planning Commission to administrative review and approval by the Land Use Director.

Eliminating quasi-judicial review of site-specific development for projects that meet all objective criteria and are in full compliance with all development standards:

- Reduces uncertainty and delays
- Expedites the process and reduces administrative cost to taxpayers
- Lowers carrying and other financing costs for developers
- Lowers development costs for the City of Santa Fe because the city is often an investor in affordable housing projects

Fee Waivers and Reductions

Santa Fe charges a variety of development-related fees including impact fees, construction permit fees, plan review fees, development review fees, wastewater utility expansion charges (WW-UEC), and water utility expansion charges (W-UEC). The Santa Fe Homes program currently provides fee reductions proportional to a development's share of affordable units. Applicable fees include development review fees, construction permit fees, impact fees and utility expansion fees. Fee waivers are also a feature of the Midtown Local Innovation Corridor (Midtown LINC) Overlay District. Under the proposed EAI, these fees would be waived for all units, both affordable and market-rate, included in deeply affordable developments. **Table 1** compares the fee waivers and reductions available under the Standard SFHP and the SFHP with EAI.

Table 1. Development Fee Waivers and Reductions

Fee	Santa Fe Homes Program (SFHP)	Enhanced Affordability Incentives (EAI)
Development review	For Sale Units: Reduced by the 1x the % of SFHP units Rental Units: Reduced by 2x the % of SFHP units Manufactured home lots: Reduced by 2x % SFHP lots	For Sale Units: Reduced by the 1x the % of SFHP units Rental Units: No Change Manufactured home lots: Reduced by 2x the % SFHP lots
Construction permit	For Sale Units: Reduced by the 1x the % of SFHP units Rental Units: Reduced by 2x the % of SFHP units Manufactured home lots: Reduced by 2x the % SFHP lots	Project is exempt as set by resolution of the Governing Body
Impact	Reduced at the time of construction permit application for SFHP units	Waived
Wastewater UEC	Reduced at the time of construction permit application for SFHP units	Waived
Water UEC	Reduced at the time of construction permit application for SFHP units	Waived
Water Budget	Reduced at the time of construction permit application for SFHP units	Reduced rate ($12,000/AF)

The City of Santa Fe requires developers to offset any additional demand their project places on the City's water system. Residential developers can satisfy this requirement by purchasing water demand offsets from the City[54] at a cost of $16,600 per acre foot (AF). Single family subdivisions typically require a demand offset of .15 AF per dwelling unit. Developers participating in the SFHP are required to obtain .15 AF for each unit they develop but pay less per AF for affordable units. SFHP water price reductions are determined on a case-by-case basis. The SFHP EAI do not reduce the required water demand offsets but do enable developers of deeply affordable developments to purchase them at the reduced rate specified in §14.07.07E, Dedication of Water to Development, or $12,000/AF for all units in the development.

A market-rate single family home is subject to City fees totaling $11,816. Under the SFHP, fees on a single-family home in a subdivision with 40 percent affordable units would average $8,130. Under the EAI, per unit fees for the same subdivision would average $1,800 per unit (**Table 2**).

Table 2. Example: 30 Unit Subdivision Development Fees

	Fees @ 0% Affordable Units	**Fees @ 40% Affordable Units**	
	All Market Rate	**Standard SFHP**	**SFHP Enhanced Affordability Incentives**
Impact	$107,910	$64,746	0
Building Permit	$50,333	$30,200	0
Building Plan Review	$25,167	$15,100	0
Development Review	$21,015	$12,609	0
Wastewater UEC	$14,970	$8,982	0
Water UEC	$60,390	$45,834	0
Water Budget	$74,700	$66,420	$54,000
Total	**$354,485**	**$243,891**	**$54,000**
Per Unit	**$11,816.00**	**$8,129.70**	**$1,800.00**

Precedent:

Many U.S. cities, including **San Francisco**, **Seattle**, **Los Angeles**, **Boston**, **Austin**, **Denver**, **Miami**, and **Phoenix** waive or reduce development fees for affordable housing. In fact, development fee waivers are one of the common incentives offered to developers to offset the cost of providing affordable housing units under inclusionary zoning programs.[55] Such waivers typically cost the granting jurisdiction between **$5,000 and $30,000** per unit.

54 The City's Water Bank is a repository for transferred water rights and water credits derived from conservation programs. Section 25-10 SFCC 1987

55 Jacobus, R. (2015). Inclusionary Housing Creating and Maintaining Equitable Communities. Lincoln Institute of Land Policy. Retrieved from: https://www.lincolninst.edu/app/uploads/legacy-files/pubfiles/inclusionary-housing-full_0.pdf

Fee Waivers and Reductions Summary: Treatment of Deeply Affordable Developments: Standard SFHP versus EAI		
	Standard Santa Fe Homes Program (SFHP)	**Enhanced Affordability Incentives (EAI)**
Fee Waivers	Development review and construction permit fees prorated by percent affordability for for-sale units and twice the percent affordability for rental units or MH lots. Impact fees, utility expansion charges and water budget fees are prorated by percent affordability.	Development review, construction permit, plan review, impact fees, water and wastewater expansion charges fees are waived for 100% of the project. Projects must obtain water to meet their city-approved development water budgets but are subject to reduced rate ($12k/AF)

Conclusion

The Enhanced Affordability Incentives included in the proposed Phase 1 revisions to Santa Fe's Land Development Code have the potential to meaningfully increase the city's housing supply and improve affordability throughout the city. The new incentives for developments in which at least 30 percent of units are affordable include density bonuses, dimensional flexibility, fee waivers, water fee reductions, and administrative review. These elements are complimentary and designed to work in tandem. To achieve their goals, they must be implemented as a package. Adoption of the package will stimulate the development of infill housing for working families enabling Santa Fe to remain a great place for families to live, work, and grow.

Santa Fe, New Mexico

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2024-17

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

A BILL

REPEALING AND REPLACING SFCC 1987 CHAPTER 14 ("LAND DEVELOPMENT CODE"); CLARIFYING AND CONSOLIDATING VARIOUS REFERENCES TO CODE VIOLATIONS INTO ONE VIOLATIONS SECTION; SPECIFYING THAT THE APPLICANT OR THE PROPERTY OWNER HAVE THE BURDEN OF PROOF FOR ESTABLISHING LEGAL NON-CONFORMITIES; REDUCING THE EARLY NEIGHBORHOOD NOTIFICATION REQUIREMENT FOR CITY CAPITAL IMPROVEMENT PROJECTS TO THOSE EXCEEDING TWO HUNDRED AND FIFTY THOUSAND DOLLARS; RENAMING "SPECIAL USE PERMIT" TO "CONDITIONAL USE PERMIT"; REMOVING HISTORIC DISTRICT REVIEW BOARD'S ("HDRB") AUTHORITY TO RECOMMEND PERSONAL PROPERTY ACQUISITIONS; REQUIRING ARCHAEOLOGISTS TO HOLD A NEW MEXICO STATE BURIAL EXCAVATION PERMIT FOR CERTAIN WORK; REMOVING WAIVERS OF QUALIFICATIONS FOR ARCHAEOLOGISTS BY ARCHAEOLOGICAL REVIEW COMMITTEE; INCREASING PERMITTED BUILDING HEIGHTS FOR RESIDENTIAL DISTRICTS AND NON-RESIDENTIAL DEVELOPMENT; ESTABLISHING DENSITIES

underscored material = new [~~bracketed material~~] = delete

AND HEIGHT BY RIGHT FOR CERTAIN RESIDENTIAL ZONES EXCEEDING TEN UNITS PER ACRE; CREATING A PARKS AND OPEN SPACE ZONING DISTRICT; PERMITTING ADDITIONAL FLEXIBILITY FOR CERTAIN STRUCTURES AND SITUATIONS REGARDING SETBACKS; ELIMINATING RESIDENTIAL SUITE HOTEL/MOTEL AND ECOLOGICAL RESOURCE PROTECTION OVERLAY ZONING DISTRICTS; REDUCING THE LENGTH AT WHICH AN ARCHAEOLGICAL CLEARNACE PERMIT IS REQUIRED FOR SEWER AND UTILITY MAIN CONSTRUCTION; REMOVING ALCOHOL SALE REGULATIONS IN THE AIRPORT ROAD OVERLAY; IDENTIFIYING A STRATEGY TO REVIEW AND APPROVE LAND USES NOT SPECIFICALLY LISTED IN THE "SUMMARY TABLE OF ALLOWED USES"; CLARIFYING THAT DUPLEXES, TRIPLEXES, TOWNHOMES, AND RESIDENTIAL COMPLEXES ARE PERMITTED USES; CREATING USE CATEGORIES AND SUBCATEGORIES AND REORGANIZING SOME EXISTING USES INTO NEW CATEGORIES WITHIN THE TABLE OF ALLOLWED USES; REQUIRING TREES TO BE INTEGRATED INTO STORMWATER INFRASTRUCTURE IN THE AIRPORT ROAD OVERLAY DISTRICT; REMOVING CERTAIN PROHIBITIONS FOR VEHICLE PARKING AT RESIDENCES; ALLOWING ACCESSORY DWELLING UNITS TO BE THE MAXIMUM ALLOWABLE HEIGHT OF THE ZONING DISTRICT; ESTABLISHING DESIGN AND DIMENSIONAL STANDARDS FOR RESIDENTIAL COMPOUND DEVELOPMENT; REGULATING IN-GROUND AND ABOVE-GROUND POOLS; REGULATING AGRICULTURAL HOME OCCUPATIONS; REASSIGNING THE USE, "LABORATORY, RESEARCH, OR TESTING" FROM INDUSTRIAL TO COMMERCIAL; REGULATING OUTDOOR DINING; UPDATING TELECOMMUNICATION FACILITIES CODE TO BE CONSISTENT WITH FEDERAL STANDARDS; ESTABLISHING NEW SUBDISTRICT

REGULATIONS IN THE HISTORIC DISTRICT OVERLAYS; SPECIFYING PRIMARY FACADES FOR SIGNIFICANT STRUCTURES AND THE STRATEGY FOR IDENTIFYING PRIMARY FACADES ON CONTRIBUTING STRUCTURES; UPDATING DEFINITIONS FOR FAÇADE AND ELEVATION; PROHIBITING ENCLOSURE OF EXISTING PORCHES AND PORTALS ON PRIMARY FACADES OF CONTRIBUTING STRUCTURES; REQUIRING WINDOW DEPTH AND OTHER CHARACTERISTICS OF WINDOWS AND DOORS BE PRESERVED IN HISTORIC DISTRICTS; INCREASING AFFORDABILITY INCENTIVES, INCLUDING ADMINISTRATIVE REVIEW AND DENSITY BONUSES; SPECIFYING THAT OPEN SPACE REQUIREMENTS IN THE C-2 DISTRICT ARE PER DWELLING UNIT; EXPANDING OPTIONS TO REDUCE ON-SITE PARKING AND EXEMPTING THE BUSINESS CAPITAL DISTRICT FROM PARKING REQUIREMENTS IN TABLE 7-4; REDUCING REQUIRED OFF-STREET PARKING SPACES; REQUIRING ELECTRIC VEHICLE CHARGING STATIONS FOR ALL NEW DEVELOPMENTS; DISTINGUISHING PARKING REGULATIONS APPLICABLE TO BICYCLES FROM THOSE APPLICABLE TO VEHICLES, AND REQUIRING LONG-TERM BICYCLE STORAGE AND PARKING; ELIMINATING CONTENT-BASED SIGN RESTRICTIONS; IMPOSING A VARIETY OF NEW REGULATIONS PROTECTING THE CITY'S TERRAIN AND STORMWATER MANAGEMENT; IMPOSING NEW LANDSCAPING STANDARDS FOR PLANTS AND TREES; ELIMINATING ALLOWANCE FOR HIGH- AND LOW-PRESSURE SODIUM LAMPS AND MERCURY VAPOR, ADDING LED AS THE PERMITTED LAMP TYPE, AND DECREASING THE PERMITTED INCANDESCENT WATTS FROM 160 TO 150; SUNSETTING THE BUSINESS CAPITOL DISTRICT DESIGN REVIEW COMMITTEE AND LONG RANGE PLANNING SUBCOMMITTEE; DEFINING NUMEROUS TERMS; IMBEDDING GRAPHICAL

DEPICTIONS OF PROCESSES; AND MAKING NON-SUBSTANTIVE CHAPTER ORGANIZATIONAL CHANGES.

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

Section 1. Chapter 14 of SFCC 1987 is hereby repealed in its entirety.

Section 2. Chapter 14 of SFCC 1987 is replaced with Exhibit A.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Oct 3, 2025 21:49:25 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

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Article 14-1 General Provisions

14-1.1 Title

This Chapter 14 of the Santa Fe City Code (SFCC) shall be known as "Chapter 14 " and may be referred to internally as "this Chapter," "the Land Development Code (LDC)," "LDC," or "this Code."

14-1.2 Authority

A. Chapter 14 is adopted pursuant to the enabling authority in N.M. Const. art. X, Sections 6(D), 6(E), the following sections of New Mexico Statutes Annotated (NMSA) 1978, and any other applicable authority:

1. §3-15-1 et. seq., Municipal Charter Act;
2. §§3-17-1 through 3-17-6, *Ordinances;*
3. §3-18-1, General Powers;
4. §§3-19-1 through 3-19-12, *Planning and Platting;*
5. §§3-20-1 through 3-20-16, *Subdivisions;*
6. §§3-21-1 through 3-21-26, *Zoning Regulations;*
7. §§3-21A-1 through 3-21A-8, Manufactured Housing and Zoning;
8. §§3-22-1 through 3-22-6, Historic Districts and Landmarks; and
9. §§3-41-1 through 3-41-5, *Flood Control.*

B. Whenever a provision of Chapter 14 refers to or cites a section of the NMSA 1978 and that section is later amended or superseded, Chapter 14 is deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

14-1.3 General Purposes

The purposes of Chapter 14 are the following:

A. Implement the purposes of the General Plan, including guiding and accomplishing coordinated, adjusted, and harmonious development of Santa Fe that best promotes health, safety, order, convenience, prosperity, and the general welfare, while providing for efficiency and economy in the development review and approval process; and

B. Create conditions favorable to the health, safety, convenience, prosperity, and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the General Plan; providing parks and trails; providing sewer, water, and other infrastructure; providing adequate open space for traffic, recreation, drainage, light, and air; and providing for the appropriate distribution of population and traffic.

14-1.4 Minimum Requirements; Uniform Application

The provisions of Chapter 14 are minimum requirements that apply uniformly to land within the same zoning districts and structures of the same type.

14-1.5 Schedule of Fees, Charges and Expenses

The Governing Body may amend by resolution its schedule of fees, charges, and expenses, and a collection procedure for construction permits, appeals, subdivisions, amendments, and other applications. This schedule of fees, charges and expenses in place in Ordinance 2020-23 shall remain until replaced by resolution and shall be available on the City's web site and may be altered or amended only by the Governing Body. No application shall be processed, nor any permit or approval required under Chapter 14 shall be issued or granted unless and until applicable charges, fees and expenses are paid in full.

14-1.6 General Plan

The General Plan is the basic policy guide for the administration of Chapter 14. The General Plan serves as the statement of goals, recommendations and policies guiding the development of the physical environment of Santa Fe and any other geographic areas specifically addressed by the General Plan. The goals, vision, recommendations, and policies of the General Plan may be amended from time to time to meet the changing requirements of the City. Procedures for amending the General Plan are set forth in Section14-2.1C.

14-1.7 Jurisdiction and Applicability

To the extent allowed by law, the provisions of Chapter 14 shall apply to all land, buildings, structures, and uses, including those owned or operated by local, County state, and federal agencies, within the corporate limits of Santa Fe. Where the provisions of this title do not

apply to such land, buildings, structures, and uses, such agencies are encouraged to meet the provisions of this title.

14-1.8 Conflicting Provisions

A. Chapter 14 is not intended to interfere with, abrogate, or annul any ordinance, rule, regulation, or permit previously adopted or issued that is not in conflict with any of the provisions of this Chapter 14, or that is adopted or issued pursuant to law and that is, likewise, not in conflict with this Chapter 14. Chapter 14 is not intended to interfere with, abrogate, annul, or enforce any easement, covenant, or other agreement between parties, except those required by this Code. If this Chapter 14 imposes a greater restriction than such an easement, covenant or other agreement, Chapter 14 controls.

B. In the case of a conflict within Chapter 14, or between Chapter 14 and any other ordinance or regulation, the more restrictive limitation or requirement shall prevail, unless an exception is specifically stated, and the provision shall govern that requires:

1. The greater width or size of yards, courts, or other open spaces,
2. The lower height of structure or lesser number of stories,
3. The greater percentage of lot or land to be left unoccupied, or
4. Other higher standards.

14-1.9 Transitional Rules

A. Violations Continue

A violation of the former Chapter 14 continues to be a violation under this Chapter 14 and is subject to penalties and enforcement under Section14-1.12, *Enforcement*, unless the use, development, construction, or other activity complies with the provisions of this Chapter 14. A civil penalty assessed under the former Chapter 14 must be paid, even if the original violation is no longer considered a violation under this Chapter 14.

B. Approved Projects

As to approved projects:

1. Except as provided in Section14-1.9E, *Specific Findings,* approvals or permits granted under the former Chapter 14 that were valid on [ADOPTION DATE], shall remain valid until their expiration date. Projects with valid approvals or permits may be carried out with the development standards in effect at the time of approval.
2. A provision of Chapter 14 shall not require any change in the plans, construction, or designated use of any structure for which a construction permit was issued prior to the effective date of this Code.
3. A re-application for an expired project approval shall meet the standards in effect at the time of re-application.

C. Nonconformities Under Prior Ordinance

A legal nonconformity under the former Chapter 14 is also a legal nonconformity under this Chapter 14. If a legal nonconformity under the former Chapter 14 becomes conforming because of the adoption of this Chapter 14, then the use, structure, or lot is no longer a legal nonconformity.

D. Effect of Code Amendments

An amendment to Chapter 14 does not affect the following approvals or permits that are otherwise valid on the date of the amendment, except as otherwise provided in this section:

1. Construction permits;
2. Recorded plats;
3. Recorded development plans; and
4. Permit, plan, or plat applications deemed complete at the time of the effective date of the amendment.

E. Specific Findings

A code amendment may affect projects that otherwise comply with Section14-1.9B.1 if the Governing Body makes a specific finding of such applicability.

14-1.10 Interpretations

The Planning and Land Use Director is responsible for interpreting the provisions of Chapter 14, after consultation with the City attorney, as follows:

A. Interpretations of Chapter 14 shall be made in writing.

B. Interpretations may be made in response to a formal request for interpretation or as the need arises in the administration of Chapter 14.

C. The Planning and Land Use Director shall make all current interpretations available for public inspection.

D. Final action of the Planning and Land Use Director interpreting provisions of Chapter 14 may be appealed pursuant to Section 14-2.1.B.5.IV, *Appeal*.

14-1.11 Applicability to Owners, Occupants, and Premises

A. Responsibility for Compliance

The requirements of Chapter 14 and any development approved under its authority apply to the owners of real property and any tenants or occupants thereon.

B. Applicability to Premises

The requirements of Chapter 14 and any development approval made pursuant to this Code apply to each individual legal lot of record except when the Planning and Land Use Director determines that a recorded easement, enforceable agreement, or the intent of any specific regulation or development approval is such that it applies to premises that include more than one lot, whether owned by different persons or not.

14-1.12 Enforcement

A. Compliance with Chapter; Questions

1. Compliance

   All persons shall comply with the provisions of Chapter 14 and any regulations, orders, or conditions of approval issued by a decision-making body pursuant to Chapter 14.

2. Questions

   Questions of administration and enforcement shall be presented first to the Planning and Land Use Director. Questions shall be presented to the Board of Adjustment only by reference from the Planning and Land Use Director.

B. Enforcement Officer

One or more administrative officials designated by the City Manager shall enforce Chapter 14. The enforcement officer may be provided with the assistance of such other persons as the City Manager directs.

C. Enforcement Procedures

1. Complaints of Violations

   A person may file a written complaint alleging a violation of Chapter 14. The complaint shall state fully the causes and basis of the complaint and shall be filed with the enforcement officer. The enforcement officer shall record the complaint properly, investigate promptly, and take action as provided in this Chapter.

2. Notice of Violations

   If, in response to a complaint or upon the enforcement officer's own initiative, the enforcement officer finds that any of the provisions of Chapter 14 have been violated, the enforcement officer shall issue a written notice of violation that:

   I. Describes the specific violation;

   II. Orders the action necessary to correct the violation;

   III. Establishes a specific and reasonable period for the correction of the violation;

   IV. States that failure to comply with the notice may result in one or more of the sanctions provided in Section 14-1.12E, *Remedies and Penalties*; and

   V. Is posted on the property in a conspicuous place, delivered in person to the property owner and/or tenant if applicable, or sent by first class mail, with a certificate of mailing provided by the U.S. post office, to the last-known address of the property owner and/or to the tenant, if applicable.

3. Alternatives to notice of violation.

   The enforcement officer may proceed with any other lawful remedy in addition to or in lieu of a written notice of violation.

D. Violations

1. Activities Constituting a Violation

   Any person who violates any provision of this LDC or assists in the commission of any violation shall be subject to Section 14-1.12E, *Remedies and Penalties,* up to and including misdemeanor penalties, and fines, as described therein. Each of the following activities constitutes a violation of this LDC:

   I. Activity Inconsistent with LDC

      Any construction, reconstruction, remodeling, alteration, maintenance, expansion, movement, or use of any land, building, structure, or sign that is inconsistent with this LDC.

   II. Activity Inconsistent with a Permit or Approval

      Any development, use, or other activity that is in any way inconsistent with the terms or conditions of any permit or approval required to engage in such activity under this LDC.

III. Illustrative Examples of Violations

Example violations of this LDC include but are not limited to:

a. Increase the density or intensity of any use or structure except in accordance with the requirements of this LDC;
b. Reduce or diminish the lot area, setbacks, buffers, landscaping, trees, open space, or other standards below the minimum requirements established by this LDC;
c. Failure to install, improve, or maintain any public or private improvements required by the terms of any permit or approval;
d. Failure to abide by conditions of any approval or agreements such as annual reporting executed in association with an approval;
e. Failure to comply with applicable requirements for a certificate of occupancy or construction permit; or
f. Failure to obtain any required permit.

2. Continuing Violations

Any violation of this LDC shall be considered a separate offense for each day during any portion of which any violation of this LDC is continued past the date of the issuance of notice of violation, with each violation punishable in accordance with Section14-1.12E, *Remedies and Penalties*.

3. Prior Violations

Violations of the prior development regulations are continued in effect and are not excused by the adoption of this LDC. However, upon adoption of this LDC, if a development or activity that was in violation of the prior development regulations now fully complies with this LDC, that development or activity shall no longer be deemed a violation.

4. Persons Liable

The owner, tenant, or occupant of any building or land, or any part thereof, and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this LDC or a permit or approval issued pursuant to this LDC, may be held responsible for the violation and be subject to the penalties and remedies provided in this section.

E. Remedies and Penalties

1. Remedies

I. If a structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained in violation of Chapter 14; or a structure or property is used in violation of Chapter 14; or if any other violation of this Chapter 14 occurs, the Governing Body, City attorney, enforcement officer, or other proper City official may institute appropriate actions or proceedings to prevent, restrain, correct, or abate such violation or to mandate compliance.

II. The Planning and Land Use Director may:

a. Withhold or revoke permits that the Planning and Land Use Director is authorized to issue, including construction permits and short-term rental permits, if the applicant or permittee has violated a regulation relating to the granting of the permit, or if in the judgment of the Planning and Land Use Director the public welfare requires that the permit be revoked or withheld;

b. Withhold or revoke certificates of occupancy;

c. Withhold the recording of plats or development plans;

d. Order discontinuance of illegal use of land or structures;

e. Order discontinuance of any illegal work being done;

f. Order removal of illegal structures or alterations;

g. Order that any land or structure modified in violation of this Chapter 14 be restored to compliance; or

h. Order a one-year waiting period for application for a short-term rental permit by a person who has operated a short-term rental unit in violation of the short-term rental ordinance, Section14-5.3C.12, or has failed to pay or report taxes on the short-term rental unit as required by law.

III. The Planning and Land Use Director may use one or more of the remedies and penalties provided in Section 14-1.12, *Remedies and Penalties,* Enforcement without limiting the authority of the Planning and Land Use Director or other officials to take other enforcement actions provided in this Code, including the suspension or revocation of a permit by the building official pursuant to Chapter 7, *Building and Housing,* or the pursuit of other legal remedies.

2. Fines, Imprisonment

Violations of Chapter 14 or of violations of terms of approvals made pursuant to Chapter 14 may be punished as provided in Chapter 1, Section 1-3, *General Penalty*.

3. Civil Penalties

I. Assessment of Civil Fines

In addition to other penalties or remedies, the Planning and Land Use Director may assess civil fine for any of the following:

a. Violation of any provision of Chapter 14;
b. Construction or other development without a required permit;
c. Rental of a short-term rental unit without a permit or registration;
d. Material misrepresentation of fact on an application submitted to the Planning and Land Use Department; or
e. Failure to pay or report fees or taxes owed.

II. Civil Fine Schedule

Each act subject to a civil fine constitutes a separate civil violation. For violations that can be remedied within one day, each day after receipt of notice of violation constitutes a separate civil violation. A civil violation shall subject the applicant, permittee, owner, operator of a short-term rental unit, and/or tenant, as applicable, to civil fines for violations during any consecutive 36-month period as set forth in the fine schedule adopted by the Governing Body.

a. A civil fine of $100.00 for the first offense;
b. A civil fine of $250.00 for the second offense; and
c. A civil fine of $500.00 for the third and subsequent offenses.

III. Civil Citation

If the Planning and Land Use Director determines that a civil penalty should be assessed, the Planning and Land Use Department shall issue a written civil citation.

a. Delivery

The civil citation shall be posted on the property in a conspicuous place; delivered in person; or by sent via first class mail, with a certificate of mailing provided by the U.S. post office, to the last-known address of the applicant, permittee, owner, operator of a short-term rental unit, and/or tenant, as applicable.

b. Form and Contents

The civil citation shall contain the following information:

i. The address, location, or legal description of the parcel where the violation occurred;
ii. A description of the specific violation;
iii. A statement of whether this is the first, second, third or subsequent offense;
iv. Instructions for submitting payment of the civil fine;
v. A statement that within 15 days of issuance of the civil citation the cited person must either pay the civil fine or submit a written request for hearing;
vi. The name and phone number of the City employee from whom the person cited may obtain further information or submit a request for hearing; and
vii. A copy of this subsection.

IV. Administrative Hearing

a. Request for Hearing

A person who is issued a civil citation may request an administrative appeal hearing before a hearing officer, who shall be appointed by the City Manager. If there is no hearing officer, the citation will be heard in civil court. Any request for hearing must be made in writing and must be submitted to the Planning and Land Use Director within 15 days of the date that the civil citation was posted, delivered, or mailed.

b. Deposit Pending Appeal

Payment in an amount equal to the civil fine assessed must accompany a request for hearing. The City shall hold the payment as a deposit until the hearing officer or court makes a decision. The hearing officer shall schedule a hearing within 30 days of the request for hearing. If the hearing officer upholds the civil citation, the City shall apply the deposit toward the civil citation. If the hearing officer or court decides in favor of the requestor, the City shall return the deposit to the requestor.

V. Appeal to District Court

If the hearing officer denies an appeal, the appealing party may file an appeal in the first judicial district court under Rule 1-074 NMRA. If the court rules in favor of the appealing party, the City shall dismiss the civil citation and return the deposit to the requestor.

VI. Revenue

The revenue generated through civil fines shall be retained by the Planning and Land Use Department and shall be used exclusively for enforcement of the land use code.

F. Revocation of Approvals

Land use and development approvals, including but not limited to conditional use approvals, development plan approvals, variances, design approvals by the HDRB, construction permits, or short-term rental permits, may be revoked by whichever body or official approved them, upon determining that there exists a substantial, continuing, or recurring violation of any of the conditions of approval or other provisions of this Code and that revocation is an appropriate remedy given the nature of the violation.

1. The procedure to revoke an approval shall be similar to the procedure for its issuance.
   I. For an approval that was granted by a land use board or the Governing Body, a public hearing shall be required at the same body to consider revocation. The Planning and Land Use Director shall provide public notice of the revocation hearing by publication of the meeting agenda and/or a public hearing notice and by posting the property as required for the approval hearing. The Planning and Land Use Director shall also provide notice 15 days prior to the hearing by first class mail, with a certificate of mailing provided by the U.S. post office, to the permittee and to any person who has filed a written complaint concerning the violation.
   II. The Planning and Land Use Director or other administrative official may revoke an approval that he or she has granted upon written notice delivered to the permittee by hand, by posting a notice on the property where the violation occurs, or by the applicant via first class mail, with a certificate of mailing provided by the U.S. post office.
2. Vacation of recorded subdivision plats shall be as provided in Section 3-20-12 NMSA 1978 and Section 23-1.2 SFCC 1987. Revocation of approved amendments to the General Plan future land use map or the official zoning map shall be as provided for City-initiated amendments to those maps.

G. Enforcement of Santa Fe Homes Program Outside City Limits

This provision only applies to projects outside city limits that have an agreement under the Santa Fe Homes Program. If, after having been given notice as set forth in Chapter 26, Section 26-1.19, *Enforcement of SFHP,* a property owner subject to a SFHP agreement fails to comply with Section 14-7.2, *Development Standards,* or Section 26-1, *Santa Fe Homes Program*, the Office of Affordable Housing may request that the City Manager authorize the City Attorney's office to pursue enforcement of specific performance requirements in accordance with the SFHP agreement.

14-1.13 Nonconformities

A. General Provisions

1. Purpose

   The purpose of this section is to allow legal nonconforming uses to continue until they cease and to allow legal nonconforming structures to be maintained until they are removed, but not to encourage their continuance. Nonconforming uses are deemed incompatible with permitted uses. It is further the intent of this article to limit nonconforming structures so they are not allowed to be enlarged, expanded, extended or reconstructed after major damage or used as grounds for adding other structures or uses prohibited elsewhere in the same district, unless otherwise allowed by Chapter 14.

2. Conflicting Provisions

   Where any applicable provision of this subsection conflicts with the standards and provisions in any other article, section, subsection, or provision of Chapter 14, the standard that imposes the greater restriction or standard controls.

3. Authority to Continue

   Nothing in Chapter 14 requires a change in the plans, construction, or use of a structure on which actual construction is in compliance with all permits and that was lawfully initiated prior to the effective date of adoption or amendment of Chapter 14 that rendered the structure or designated use nonconforming.

4. Determination of Nonconformity Status

   The Planning and Land Use Director shall determine the status of a nonconforming lot, nonconforming use, nonconforming structure, or nonconforming sign; however the burden of proof for establishing legal nonconforming status rests with the applicant or property owner. For purposes of this section, each sign is treated as a separate structure, including those attached to or painted on buildings.

5. Change of Tenancy or Ownership

   Change in tenancy or ownership of a legal nonconforming lot or a lot containing a legal nonconforming structure or legal nonconforming use without change in the use or structure, does not affect the status of that lot, structure, or use.

B. Legal Nonconforming Uses

A legal nonconforming use may be continued subject to the following provisions:

1. No Increase in Nonconformity

   A legal nonconforming use shall not be enlarged, intensified, increased, or extended to occupy a greater area of land or structure than was occupied at the time the use became nonconforming, and a structure containing a legal

nonconforming use shall be subject to the provisions of Section14-1.13C below, unless and until the legal nonconforming use of the structure is terminated.

2. No Relocation on Parcel

   A legal nonconforming use shall not be moved in whole or in part to any other portion of the parcel occupied by that use at the time the use became nonconforming.

3. Termination of Nonconforming Use

   I. Except as provided for in provision II below in this subsection, a legal nonconforming use of land or use of a structure that ceases for any reason for a period of more than 180 days or is replaced by a permitted use, may not be resumed and any subsequent use of the land or structure shall conform to Chapter 14.

   II. If a legal nonconforming use of land or use of a structure owned by a federal, state, or local governmental entity and used by that entity for governmental purposes ceases, regardless of the length of time for which activity ceases, it may be resumed. Such resumed uses may not be enlarged or intensified, except that in zoning districts where a conditional use approval is required, a conditional use request must be approved before the use is enlarged or intensified.

4. No Additional Structures

   Additional structures shall not be erected in connection with a legal nonconforming use of land or structure.

5. Change of Use

6. A legal nonconforming use may be modified according to the procedure in Section 14-2.1(F)(2), *Conditional Use Approval*.

7. Exception for Single-Family Dwellings

   Notwithstanding the provisions of Section14-1.13B.1 through Section14-1.13B.4 above, a single-family dwelling that is a legal nonconforming use and associated accessory uses may be expanded if:

I. The nonconforming dwelling and associated accessory uses are the only uses on a legal lot of record.

II. The combined gross floor area of the dwelling and accessory uses after expansion does not exceed 2,500 square feet.

III. The expansion will not cause or increase the degree or extent of nonconformity with applicable development standards such as lot coverage, setbacks, or height.

C. Legal Nonconforming Structures

Legal nonconforming structures may be maintained subject to the following provisions:

1. No Increase in Nonconformity

   A legal nonconforming structure shall not be enlarged or altered in a way that increases the degree or extent of its nonconformity; however, this subsection is not intended to prohibit additions or alterations that do not increase the nonconformity.

2. Reduction in Nonconformity

   A legal nonconforming structure that is modified in such a way as to eliminate or to reduce the degree or extent of nonconformity, including the demolition or removal of a nonconforming feature for any reason, shall not be reconstructed except in conformance with Chapter 14.

3. Substantial Destruction of Legal Nonconforming Structure

   If a legal nonconforming structure is destroyed by any means to an extent of more than 66 and 2/3 percent of the existing building structure and shell (exterior skin and framing, excluding window assemblies and exterior wall and roof coverings), it shall not be reconstructed except in conformity with the provisions of Chapter 14. If any structure containing a legal nonconforming use is similarly destroyed, the legal nonconforming use shall not be resumed.

4. Relocation of Legal Nonconforming Structure

   If a legal nonconforming structure is moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the zoning district in which it is located after it is moved.

5. Repairs, Maintenance, and Alterations

   I. Ordinary repairs and maintenance to the exterior elements of a structure are allowed, including replacement of exterior wall and roof coverings.

   II. Repair, maintenance, or replacement of interior nonstructural elements, fixtures, wiring or plumbing, is allowed.

   III. Alterations to the legally nonconforming portions of the building structure are not allowed except to bring the structure into conformance with the provisions of Chapter 14.

   IV. Nothing in this section prevents alteration or repairs necessary to ensure the safety of a structure that has been declared to be unsafe by an official charged with protecting public safety, on order of such official.

6. Exception for Single-Family Dwellings

   Notwithstanding the provisions of Section14-1.13C.1 through Section14-1.13C.5 in this subsection, a single-family dwelling that is a legal nonconforming structure and associated accessory structures may be expanded as provided in Section14-1.13B.6.

D. Legal Nonconforming Lots of Record

1. Use of Legal Nonconforming Lot

   I. Within a district in which single-family dwellings are allowed, and notwithstanding limitations imposed by other provisions of Chapter 14, a single-family dwelling and accessory buildings may be erected on a single legal lot of record that is nonconforming with regard to minimum lot area or dimensions, maximum density, or the dwelling unit access standards in Table 6-1: *Design Criteria for Street Types*, provided that the lot does not adjoin a lot under common ownership, except as provided in provisions 2 and 3 below in this subsection.

   II. Dimensions of required setbacks, along with all other requirements that do not involve lot area or dimensions of the lot, density, or access standards, shall conform to the regulations for the district in which the lot is located.

2. Adjoining Lots

   I. Within the R-5, R-6, R-7, R-7(I), R-8 and R-9 districts, two adjoining commonly owned legal nonconforming lots may each be developed if each of the lots has a minimum lot area of 4,000 square feet and has a width, depth, and frontage equal to at least 80 percent of the minimum dimensions required by Chapter 14.

   II. Development of one or more adjoining, commonly owned legal nonconforming lots requires a conditional use approval, as described in Section 14-2.1F.2, *Conditional Use Approval.*

   III. Conditional use approval shall depend upon a finding that the proposed development is consistent with the overall lot patterns and development characteristics of the surrounding neighborhood regardless of the area or width of the legal nonconforming lot.

3. Combination of Lots

   Contiguous lots under common ownership may be combined in order to meet the standards of provisions 1 and 2 or this subsection. The boundaries between adjoining commonly owned lots may be adjusted in order to meet the standards of those provisions; provided that no lot with an area of less than 1,900 square feet may be expanded to create an individually developable lot.

E. Legal Nonconforming Structures in Special Flood Hazard Areas

A structure that on June 17, 2008, was legally nonconforming because of its location within a special flood hazard area, and that is substantially damaged by flood, fire or other casualty may be replaced or repaired within the special flood hazard area subject to the following:

1. If there is a site on the property outside the special flood hazard area that will accommodate a structure of the same gross floor area as the legal nonconforming structure, the structure may be reconstructed outside the special flood hazard area, but shall not be repaired or replaced within the special flood hazard area.
2. If the legal nonconforming structure was located within the flood fringe and there is no other site on the property that will accommodate a structure of the same gross floor area, the structure may be repaired or replaced in the flood fringe. The repaired or replacement structure must not exceed the gross floor area or the footprint of the original legal nonconforming structure and the footprint must be sized to minimize flood hazard.
3. If the legal nonconforming structure was located in the floodway but there is a site on the property outside the floodway that will accommodate a structure of the same gross floor area as the legal nonconforming structure, the structure may be reconstructed outside of the floodway, but shall not be repaired or replaced within the floodway. The footprint of the replacement structure must be sized to minimize flood hazard and must not exceed the gross floor area or the footprint of the original legal nonconforming structure.
4. If the legal nonconforming structure was located within the floodway, and there is no other site on the property that will accommodate a structure of the same gross floor area, the structure may be repaired or replaced in the floodway. The repaired or replacement structure must not exceed the gross floor area or the footprint of the original legal nonconforming structure and the footprint must be sized to minimize flood hazard;
5. A structure that is repaired or replaced within the special flood hazard area shall comply with all applicable FEMA requirements and all provisions of this subsection that are more stringent than FEMA requirements.
6. A structure that is repaired or replaced in accordance with this subsection shall not require a waiver to be constructed in a special flood hazard area; provided that any necessary variance to other requirements of Chapter 14, including setbacks and terrain management, is granted; and
7. As a condition of construction permit issuance for a replacement structure, any remaining portion of the original legal nonconforming structure that existed in the special flood hazard area shall be demolished or removed.

F. Nonconforming Residential Condominiums

1. Applicability

   This subsection applies to a condominium (including constructed condominium units and unconstructed condominium units in the form of reserved development rights) if the condominium declarations were recorded prior to May 30, 2012, and:

I. The condominium does not meet the zoning density requirements of Chapter 14; and

II. The condominium did not meet the zoning density requirements of Chapter 14 when the most recent condominium declarations were recorded.

2. Density Exception for Constructed Condominium Units

Constructed condominium units described in provision 1 above are legal nonconforming uses and structures with regard to the zoning density requirements of Chapter 14. A constructed condominium unit as described in provision 1 above that is destroyed by any means may be reconstructed if the reconstructed unit complies with all other applicable provisions of Chapter 14.

3. Unconstructed Condominium Units

Unconstructed condominium units described in provision 1 above that are in the form of reserved development rights in excess of the zoning density requirements of Chapter 14, are not legal and may not be developed.

4. Condominium Units Owned by the Original Declarant

A condominium described in provision 1 above where all condominium units are owned as of May 30, 2012, by the original declarant, or by an entity controlled by the original declarant, are not legal and are nonconforming uses and structures.

5. Condominium Units Constructed without Required Permits

Condominium units described in provision 1 above that were constructed without required construction permits are not legal and are nonconforming uses and structures. Such condominium units must be issued all required construction permits and a certificate of occupancy to legal nonconforming uses and structures subject to provision 2 above.

6. Applicability of Other Regulations

The density exception described in provision 2 above is not intended to provide an exception to the other provisions of this section regarding nonconforming uses and structures.

Article 14-2 Administration and Procedures

14-2.1 Review and Approval Procedures

A. Summary Table of Review Procedures

Table 2-1 shows the review and decision-making bodies for all development approvals authorized by Chapter 14.

Table 2-1: Summary Table of Review Procedures

Table Abbreviations
R = Review
REC = Recommendation
REP = Report
D = Decision
A = Appeal
[ ] = Public hearing
*** = See individual procedures for addtl. detail**

Decision-Making Bodies
PLUD = Planning and Land Use Director
ARC = Archaeological Review Committee
HDRB = Historic Districts Review Board
BOA = Board of Adjustment
PC = Planning Commission
GB = Governing Body
rfrd. = Referred

Procedure	Section	PLUD	ARC	HDRB	BOA	PC	GB
Plan Amendment							
General Plan Amendment	§14-2.1C	R / REP				R / REC	R / [D]
Ordinance Amendments							
Annexation	§14-2.1D.1	R / REP				R / REC	R / [D]
Code Text Amendment	§14-2.1D.2	R / REP	R / REC*	R / REC*		R / REC	R / [D]
Rezoning	§14-2.1D.3	R / REP	R (if rfrd.)	R / REC (if rfrd.)		R / REC	R / [D]
Subdivision Procedures							
Subdivision of Land	§14-2.1E	R / REP R / D*				R / D A*	A
Development Review Procedures							
Certificate of Occupancy	§14-2.1F.1	R / D*					
Conditional Use Approval	§14-2.1F.2	R / REP			R / [D]	R / [D]*	A
Construction Permit	§14-2.1F.3	R / D*					
Development Plan	§14-2.1F.4	R / REP R / D*				R / D A*	A
Master Plan	§14-2.1F.5	R / REP				R / REC	R / [D]
Residential Condominium	§14-2.1F.6	R / D			A		
Utility Conformity Review	§14-2.1F.7	R / REP R / D*				R / D* A*	A
Archaeology and Historic Preservation Procedures							
Archeological Clearance Permit	§14-2.1G.1	R / REP	R / [D]				A
Creation of New Historic Overlay District	§14-2.1G.2	R / REP	R (if rfrd.)	R / REC (if rfrd.)		R / REC	R / [D]
Demolition of Historic or Landmark Structure	§14-2.1G.3	R / REP	R (if rfrd.)	R / [D]			R / A
Flexibility and Relief Procedures							
Variance	§14-2.1H.1	R / REP			R / [D]	R / [D]*	
Minor Modifications	§14-2.2H.3.II	R/D				A	
Alternative Means of Compliance	§14-2.2H.3.I	R/D				A	
Administrative Deviations	§14-2.2H.3.III	R/D				A	
Historic District Exception	§14-4.6D	R/REC		R/D			A

B. Common Review Procedures

This section describes the standard review procedures required for all applications unless otherwise stated in this LDC. Generally, the review procedures include the steps shown below; however, not every application requires every step. Application-specific procedures are described in Sections 14-2.1C through 14-2.1H.

1. Pre-Development Meetings
   I. Pre-Application Conference
      a. Purpose
         The pre-application conference is an opportunity for potential applicants to discuss the proposed development plans, review procedures, submittal requirements, any impact to public facilities, infrastructure needs, and mitigation measures, if necessary. For annexations and rezonings, the purpose of the pre-application conference is to review the proposal for conformity with the General Plan, availability of community facilities and utilities, proposed utilities, street improvements, required park and open space improvements, and other requirements as may be dictated by City ordinance.
      b. Applicability
         1. Pre-application conferences are required prior to submission of applications for:
            i. Annexations;
            ii. Rezonings;
            iii. Subdivisions, unless the Planning and Land Use Director waives, in writing, the requirement for good cause shown; and
            iv. Any residential development request on a lot that is subject to the Santa Fe Homes Program set forth in Chapter 26, Section 26-1, and described in this LDC in Section14-7.2.
         2. The Planning and Land Use Director may determine that a pre-application conference is necessary for other applications to land use boards due to the scope or complexity of the proposed project; and
         3. The Planning and Land Use Director may waive or modify the pre-application conference procedures based on a determination that the purposes of the conference have been achieved by other means or that the limited scope or simplicity of the project does not warrant a formal pre-application conference.
      c. Procedure
         1. Scheduling
            At least 15 calendar days before the application is submitted, the applicant shall request a pre-application conference with the Planning and Land Use Director.

2. Subdivision Preapplication Required Submittals
    i. The applicant shall submit to the Planning and Land Use Director a sketch plan and supplementary data sufficient to determine the feasibility of the proposal. The applicant should employ a competent land planner, professional engineer, architect, or professional land surveyor to assist in the development of the proposed subdivision.
    ii. The Planning and Land Use Director, the public works department and other City departments as appropriate shall advise the applicant as to the appropriateness of the subdivision proposal in relation to the General Plan, utility accessibility, road and street system capacity, terrain management and suitability of the proposed subdivision in relation to present City codes, regulations, and ordinances; and
    iii. For subdivisions comprising fewer than ten lots, the Planning and Land Use Director may waive the requirement to provide the sketch plan and supplementary data at the pre-application conference.

d. Effect of Discussion and Information

Discussions that occur and information that is conveyed at a pre-application conference are preliminary, advisory, and not binding upon the City or the meeting participants. Advice to the applicant does not limit the discretion of any land use board or the Governing Body in making conditions of approval for the proposed development, whether or not anticipated at the time of the pre-application conference.

II. Early Neighborhood Notification Meetings

a. Purpose

Early neighborhood notification (ENN) is intended to provide for an exchange of information between the applicant and residents and property owners in affected neighborhoods before plans become too firm to respond meaningfully to community input and before changes in plans might cause major financial losses by the applicant. Notification set forth in this section is in addition to notification required elsewhere in Chapter 14 unless the other notification procedures are duplicative with the requirements of this section.

b. Applicability to Projects Reviewed by the Board of Adjustment, Planning Commission, or the Governing Body

1. ENN is required prior to submission of applications for the following types of projects when they require public hearings with the Board of Adjustment, Planning Commission, or Governing Body:
   i. Annexations;
   i. Master plans;
   ii. Rezonings;
   iii. Development plans, except final development plans for which ENN procedures were followed at the preliminary development plan review stage;
   iv. Subdivision plats, except final subdivision plats for which ENN procedures were followed at the preliminary plat review stage;
   v. Vacation and dedication of rights-of-way, as described in Chapter 23, *Streets, Sidewalks and Public Places,* Section 23-1.2;
   vi. Conditional use approval, except those for mobile homes;
   vii. Telecommunications facilities as set forth in Section 14-5.3I.3;
   viii. Electric facilities as set forth in Section 14-5.3I.1;
   ix. Amendment to any of the preceding;
   x. Amendments to the future land use map of the General Plan; and
   xi. Variances, except those requesting:
      (a) Construction or modification of an individual single-family dwelling and appurtenant accessory structures;
      (b) A reduction in the total parking requirements of 20 percent or less and
      (c) Variances to Section 14-7.6, *Signs;*
2. ENN is not required in the following circumstances:
   i. Projects or amendments to project approvals that do not require public hearings before the Board of Adjustment, Planning Commission or the Governing Body; and
   ii. Time extensions that do not otherwise modify a project approval.

c. Applicability to City Capital Improvement Projects

ENN is required for any City capital improvement in excess of $250,000.

d. Procedure

1. Scheduling and Notice

ENN meetings shall be scheduled with the Planning and Land Use Director prior to issuing notice. Notice of meeting shall be given in accordance with Section 14-2.1B.3.V, *Notice Requirements.*

2. ENN Meeting
   i. The announced meeting shall take place at least ten days before the development project application is submitted.
   ii. The applicant shall present schematic or preliminary plans for the proposed project and a drawing or other graphical representation suitable to reasonably indicate streets and structures within a 200-foot radius from the perimeter of the property that is the subject of the application.
   iii. A representative of the Planning and Land Use Department shall attend the meeting with the objective of explaining to attendees and the applicant the applicable provisions of City ordinances, City codes, and the development review process.
3. Expiration
   If no application has been filed for the project discussed at the ENN within six months of the meeting date, a new ENN shall be required before an application for substantially the same project will be accepted for consideration.

e. ENN Guidelines
   For any project application required to meet ENN requirements, the guidelines provided in this subsection are adopted for use by applicants meeting with community members, to assist in the discussion of the project. The guidelines are based on the requirements of Chapter 14 and the General Plan and other formally adopted City plans.

   1. Effect on Character and Appearance of Surrounding Neighborhoods
      When applicable, the applicant shall state how existing requirements for architectural design review, historic districts, lighting, signs, telecommunications, open space, landscaping, trails, parks, and the business-capitol district (BCD) regulations are met. Considerations may include:
      i. The number of stories of buildings;
      ii. The building setbacks;
      iii. The mass and scale of the project;
      iv. Architectural style of any construction;
      v. Landscaping;
      vi. Lighting; and
      vii. Access to public places, open spaces, and trails.
   2. Effect on Protection of Physical Environment
      When applicable, the applicant shall state how existing code requirements and adopted plans for terrain management, escarpment, landscape, BCD, architectural design, open space and

trails, and flood management regulations are met. Considerations may include:

i. Existing tree cover,
ii. Existing open space,
iii. Rivers, arroyos, and floodplains,
iv. Rock outcroppings and escarpments,
v. Trash generation,
vi. Lighting,
vii. Fire risk,
viii. Use of hazardous materials, and
ix. Whether the project involves easements, density transfers or other legal mechanisms that result in open space or other environmental protection.

3. Impacts on Prehistoric, Historic, Archaeological or Cultural Sites or Structures, Including Acequias and Historic Downtown
   When applicable, the applicant shall state how existing Chapter 14 requirements for the historic districts and archaeological review are met. Consideration may include the project's compatibility with any historic or cultural sites located on the property where the project is proposed.
4. Relationship to Existing Density and Land Use Within Surrounding Area and With Land Uses and Densities Proposed by the General Plan
   When applicable, the applicant shall state how the application meets requirements for annexation and rezoning and historic district regulations and how the application is consistent with the General Plan future land use map and other policies.
5. Effects on Pedestrian or Vehicular Traffic and Access to Services
   When applicable, the applicant shall state how the requirements for parking, the Americans with Disabilities Act, the General Plan future land use map and other policies and traffic studies are met. Considerations may include:

i. Increased access to public transportation and public transportation corridors,
ii. Effects of design or services provided on traffic in the neighborhood and Citywide,
iii. Whether the project helps in the equitable distribution of traffic Citywide, reduces overall travel distance or encourages alternate transportation modes,
iv. Traffic mitigation measures, including changes in flow of pedestrian and vehicular traffic,
v. Cumulative traffic impacts,
vi. Enhancement of transit options,
vii. Pedestrian access to destinations; and
viii. New or improved pedestrian trails to recreational and cultural activities and human and educational services.

6. Impact on Economic Base of Santa Fe

When applicable, the applicant shall state how the provisions for the City's economic development plan and the General Plan are met. Considerations may include:

i. Availability of jobs to Santa Fe residents,
ii. Whether or how the project promotes and encourages businesses consistent with the City's economic development plan and compatible with neighborhood livability,
iii. Market impacts on local businesses and potential displacement of local property and businessowners, and
iv. How the project supports economic development efforts to improve living standards of neighborhoods and their businesses.

7. Effect on Availability of Affordable Housing and Availability of Housing Choices

When applicable, the applicant shall state how existing requirements for the Santa Fe Homes Program (SFHP) and the policies of the General Plan are met. Considerations may include:

i. Creation, retention, or improvement of affordable housing,
ii. How the project contributes to meeting the needs for various housing types serving different ages, incomes, and family sizes to maintain the unique, heterogeneous character of Santa Fe,
iii. Whether or how the project increases or decreases the supply of housing for which there is an identified need,
iv. Whether the project contributes to a more even distribution of this housing throughout Santa Fe,
v. The creation or retention of affordable business space, and
vi. Whether or how the project increases the availability of all housing types close to the City center or neighborhood centers.

8. Effect On Public Services and Infrastructure Elements
When applicable, the applicant shall state how existing requirements for telecommunications and City and utility company requirements are met. Considerations may include whether or how the project maximizes the efficient use or contributes to the improvement of existing public infrastructure and services.

9. Impacts on Water Supply, Availability, and Conservation Methods
When applicable, the applicant shall state how existing requirements for landscaping, water and sewer availability statements, water conservation and policies of the City's Water Division are met. Considerations may include:

i. Conservation and mitigation measures,
ii. Efficient use of distribution lines and resources, and
iii. Whether or how the construction or use of the project may affect water quality and supplies.

10. Effect on Opportunities for Community Integration and Social Balance
When applicable, the applicant shall state how the existing requirements for community integration are met. Considerations may include how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers or pedestrian-oriented design.

11. Effect on Urban Form
When applicable, the applicant shall state how the policies for urban form are met. Considerations may include:

i. Whether the project promotes a compact urban form through appropriate infill development and consolidation of the City's boundary to avoid leapfrog development; and
ii. The effect of the project on the need for travel between different parts of Santa Fe and between employment centers and areas.

2. Application Submittal and Acceptance

III. Authority to File Applications
a. Unless otherwise specified in Chapter 14, applications for review and approval under Chapter 14 may be filed by:
1. The owner of the property that is the subject of the application,
2. The owner's authorized agent with written authorization,
3. A land use board, or
4. The Planning and Land Use Director.
b. When a land use board files an application, it does so without prejudice to the outcome.

IV. Form of Application
a. Applications required by Chapter 14 shall be submitted in the form and format prescribed by the Planning and Land Use Director.
b. Each application shall include information, plans, calculations, and reports sufficient to clearly demonstrate compliance with all applicable provisions of Chapter 14 and applicable state and federal regulations that are administered or enforced by the City.
c. The Planning and Land Use Director shall provide standardized checklists and format guidelines for each type of application. The Planning and Land Use Director, a land use board, or the Governing Body may waive the submittal of items on the checklist, or require supplemental materials not included on the checklist where such action is necessary to clearly demonstrate compliance with applicable provisions.

V. Schedule of Fees, Charges, and Expenses
The Governing Body shall establish by resolution a schedule of fees, charges, and expenses, and a collection procedure for construction permits, appeals, subdivisions, amendments, and other applications. This schedule of fees is accessible on the City's website and may be altered or amended only by the Governing Body. No permit or approval required under Chapter 14 shall be issued or granted unless and until all applicable charges, fees, and expenses have been paid in full.

VI. Required Submittals
It is the applicant's responsibility to submit all materials necessary to prove that an application complies with the terms of Chapter 14. The Planning and Land Use Director may require additional materials reasonably necessary to determine compliance with the terms of this Chapter 14.

VII. Relationships Among Different Applications, Permits and Approvals

Construction permits and certificates of occupancy are the final forms of approval for most development within Santa Fe. Issuance of construction permits and certificates of occupancy may be contingent on the applicant having previously received one or more other permits or forms of approval, such as a rezoning or development plan approval. Where possible without creating an undue administrative burden on the City's decision-making bodies and staff, simultaneous processing of applications for different permits and approvals that may be required for the same development project is allowed to expedite the overall review process for the project.

VIII. Withdrawal

a. A property owner or applicant may withdraw an application at any time, by submitting the withdrawal request in writing to the Land Use and Planning Department; however, no property owner or applicant may request to withdraw an application initiated by the Governing Body or other City or government entity.
b. An applicant is not entitled to a refund of application fees for withdrawn applications. However, the City may refund a portion of fees not expended during the first round of staff review if the application is withdrawn within ten days of acceptance and prior to preparation or distribution of any official written comments or notices to the public.
c. Applications withdrawn before any public meetings besides an ENN are held may be submitted for reapplication at any time. the Planning Commission holds a public hearing on it, reapplication may be made at any time.

IX. Applications Previously Denied

An application that is substantially similar to one that was denied shall not be resubmitted within 12 months from the date denial. If there is a question about whether an application is substantially different from what was previously denied, it shall be the responsibility of the Planning and Land Use Director to determine if such an application may proceed.

3. Application Analysis

I. Review for Application Completeness

a. The Planning and Land Use Director shall determine application completeness. An application is complete if it is submitted in the required form; includes all mandatory information, including all exhibits specified by the Planning and Land Use Director; and is accompanied by the applicable fee. If an application is determined to be incomplete, the Planning and Land Use Director shall provide notice to the applicant along with an explanation of the application's deficiencies. No further processing of the application shall occur until the deficiencies are corrected in a future re-submittal.

b. Land Use and Planning Department staff shall review the application and submit recommendations and comments on revisions to the pending application. Such comments and recommendations shall be conveyed to the applicant in a form established by the Department. The application shall not move forward for further review until the applicant has adequately responded to the City's recommendations and comments.

II. Referral to City Departments and Review Agencies

The Land Use and Planning Department shall distribute the complete application to appropriate staff in other City departments, and pertinent reviewing agencies, as appropriate.

III. Application Review and Staff Report

Following application review, the Land Use and Planning Department staff shall prepare a written staff report, stating whether or not the application complies with requirements of this LDC, other relevant Chapters of the City's Code of Ordinances, and any other applicable standards and requirements of the City. The staff report may include recommended conditions of approval for consideration by the decision-making body, and shall include a recommendation for approval, approval with conditions, or denial of the application.

IV. Scheduling Public Hearings

a. Applications subject to a public hearing per Table 2-1: *Summary Table of Review Procedures,* shall be scheduled at a regular meeting of the designated decision-making body, after allowing sufficient time for staff analysis of the plat or development application, and preparation of a staff report.

b. Where required, scheduling shall also allow sufficient time for review and recommendation by decision-making bodies, prior to final decision at a public hearing. This allowance is limited by the provision that if a land use board does not act on an application within 90 days of an application

being deemed complete, the applicant may request review of the application by the Governing Body.

V. Notice Requirements

a. Notice Content

The notice shall be approved by the Planning and Land Use Director. Neighborhood associations that wish to receive notifications of hearings and meetings and copies of agendas, including email notifications, must register with the Planning and Land Use Director. The notices required by this section shall indicate:

1. The action proposed (rezoning, conditional use approval, annexation, etc.);
2. The property that will be affected by the action;
3. The time, date, and place of the hearing or meeting; and
4. The deadline for receiving written comments regarding the request, if applicable.

b. General Notice Requirements

The notice requirements below apply to public hearings and ENN meetings, except that:

1. Public hearings concerning development review actions initiated by the City require notification as described in Section 14-2.1B.2.V.d;
2. Public hearings concerning Archaeological Clearance Permits require notification in accordance with Section 14-2.1G.1.lll.c;
3. Public hearings concerning projects heard before the Historic Districts Review Board shall meet the requirements in provisions 1 and 2 below, Agenda Notice and Posted Notice, but mailed notification is not required; and
4. Public hearings concerning appeals must provide notice as described in Section 14-2.1B.5.IV, *Appeals*.

c. Types of Notice

1. Agenda Notice

The Planning and Land Use Director shall post the tentative meeting agenda on the City's website and send a copy to neighborhood associations that are registered with the Planning and Land Use Director, at least 15 days prior to the scheduled meeting.

2. Posted Notice
   i. For all ENN meetings and public hearings required before a land use board, except appeals, the property shall be posted by the applicant with posters obtained from the Planning and Land Use Director at the applicant's expense.
   ii. At least one poster shall be prominently displayed, visible from each public and private street and road abutting the property, and securely placed on the property at least 15 calendar days prior to the scheduled meeting. Placement of the posters shall be in such a manner as to not compromise public safety.
   iii. The posters shall be removed within 30 days after final action, and failure to do so may result in the City removing the poster and charging the applicant a civil fee of $50.00.
3. Mailed/Emailed Notice
   Except when state law requires certified mailing, notice of a public hearing or ENN meeting shall be sent by the applicant via first class mail, with a certificate of mailing provided by the U.S. post office at least 15 calendar days prior the public hearing or meeting as follows:
   i. To all owners of property within 300 feet of the subject property's boundaries as shown in the records of the county treasurer, and to the physical addresses of such properties where the property's address is different than the address of the owner.

i. To neighborhood associations that have registered with the Planning and Land Use Director and that will be directly affected by the proposed action or that have a boundary within 300 feet of the subject property. Email notices to the neighborhood associations shall be provided on the same day the applicant sends postal notices.

ii. For zoning changes encompassing one block or less, notices to property owners for public hearings before the Governing Body or the Planning Commission shall be sent by certified mail with return receipt requested as required by Section 3-21-6 NMSA 1978.

iii. If a notice by certified mail of a zoning change is returned undelivered, the City shall attempt to discover the owner's most recent address and shall send the notice by certified mail to that address as required by Section 3-21-6 NMSA 1978.

iv. In the case of an application for a telecommunications facility, all property owners within the corresponding setback distances listed in Section 14-5.3I.3,*Telecommunication Facilities,* shall also receive notices.

v. Copies of all required mailing lists, mailing certificates, or return receipts shall be provided to the Planning and Land Use Director prior to the public hearing or ENN meeting.

4. Published Notice
At least 15 days before a public hearing before a land use board, the City must publish a display advertisement in a local daily newspaper of general circulation stating the action that will be considered at the public hearing, as well as the date, time, and place of the public hearing. This publication requirement does not apply to appeals.

d. Notice Requirements for City-Initiated Development Review Actions

1. Agenda Requirement
Agendas must be posted and published as provided in Section 14-2.1B.4.II.c.1.

2. Posting Requirement
For a project that affects one lot or other clearly delineated premises, posting must occur as provided in Section 14-2.1B.4.II.c.2. For a project that affects a larger project area, the City shall securely place in the public right-of-way one poster at each major intersection within or near the plan or project area. There shall also be at least one poster for every 300 acres. Where the City is the applicant and the plan or project area is less than one City block, one poster shall be placed within the public right-of-way at the nearest intersection to the subject property. All posters shall be placed at the appropriate sites at

least 15 calendar days prior to the scheduled public hearing or meeting and shall indicate the nature of the change proposed; identification of the plan or project area; and the time, date and place of the public hearing or ENN meeting.

3. Mailing Requirements
   Mailed notice shall be provided as required in Section 14-2.1B.4.II.c.3.
4. Publishing Requirements
   At least 15 days before the public hearing, the City must publish an advertisement as required in Section 14-2.1B.4.II.c.4.

e. Notice to the Santa Fe Public School District for Certain Residential Development

1. Purpose
   The Governing Body deems it in the best interest of the City and its citizens to assist the Santa Fe Public School District in planning for adequate school facilities and operations in response to residential development.
2. Applicability
   i. This section applies to applications for development approvals or construction permits that create six or more new residential lots or dwelling units.
   i. Nonresidential developments are encouraged to provide notice to the school district as set forth in this section.
3. Notice Requirement
   Prior to submitting an application, the applicant shall provide written notice of the proposed application to the Santa Fe Public School District. The notice shall include:

i. The proposed number, size, and price of dwelling units;
ii. Description of the project's target market;
iii. Proposed timeline for build out of the project; and
iv. Such other information as the school district determines is necessary to evaluate the potential impact of the proposed development on the school district.

4. School District Response
   i. When submitting the application to the City, the applicant shall include a written response from the Santa Fe Public School District acknowledging receipt of the notice of the proposed project as well as written comment from the school district as to potential impacts of the proposed project on its facilities and operations.
   ii. Such written comment shall be included in the materials reviewed by all decision-making bodies.
   iii. If the school district fails to provide written comments to the applicant within 30 days of receipt of the notice set forth above in provision 3, *Notice Requirement,* the applicant may submit the application to the City without the school district's comment.

VI. Postponed or Recessed and Reconvened Public Hearings and Meetings

If a public hearing or ENN meeting is postponed prior to the scheduled meeting, re-notification is not necessary if notice of the new date, time and location of the meeting is clearly posted at the time and place where the original public hearing or meeting was to be held. A public hearing or meeting may be recessed and reconvened without re-noticing if the date, time, and place for the meeting is specified immediately prior to recessing.

VII. Minor Defects in Notice Shall Not Invalidate Proceedings

Minor defects in any notice shall not invalidate the public hearing proceedings if a bona fide attempt has been made to comply with applicable notice requirements.

a. Failure to Receive Notice Shall Not Invalidate City Action

The failure of any person or entity to receive notice sent as set forth in this Chapter shall not constitute grounds to invalidate the actions of the City.

b. Failure in Posted Notice Shall Not Invalidate City Action

Once posted, if a sign is removed, falls down, or becomes illegible due to effects of the elements, this does not constitute a substantial defect in notice, and shall not be sufficient cause on its own to invalidate public hearing proceedings.

4. Hearing, Review, and Decision

I. Public Hearing Procedure

Public hearings shall follow the procedures adopted by resolution of the Governing Body.

II. Conditions of Approval

Applications may be approved with conditions of approval to ensure compliance with the purpose and intent of Chapter 14 or any section of this Chapter 14 and any applicable City land use policy.

III. Alternative Compliance and Minor Modifications

Pursuant to Section 14-2.2H.3, *Approval Authority*, the Planning and Land Use Director shall have the authority to approve alternate means of compliance, administrative deviations, and minor plan modifications to application for which they are the final decision-maker. Likewise, land use boards have the same authority for any applications that appear before them for recommendation or decision at public hearing.

IV. Applications with No Public Hearing

a. Administrative Decisions

If an application is subject to staff review and a final decision by the Planning and Land Use and Planning Director, staff shall make a decision based on the review standards applicable to the application type. The decision shall be in writing and shall clearly state reasons for a denial or for conditions of approval.

b. Finality of Decision
    1. For any application subject to administrative review and decision, the decision is immediately final.
    2. An applicant who disputes the validity of a staff-level decision or any condition attached thereto may file an appeal as described in Section 14-2.1B.5.IV*Appeals.*

V. Applications with Public Hearings
    a. The application shall be subject to review, recommendation(s), hearing(s), and decision(s) as indicated in Table 2-1: *Summary Table of Review Procedures.*
    b. The decision-making body listed in Table 2-1: Summary Table of Review Procedures shall have the authority to take final action.
    c. The decision-making body shall consider the project application, relevant supporting materials, staff report, recommendations from other reviewing bodies, along with any public comments or public testimony presented at the public hearing.
    d. On the basis of the information in provision c above, and conformity with general and application-specific criteria for approval, the decision-making body may:
        1. Approve the application request as submitted;
        2. Approve the application request subject to conditions of approval (where applicable); or
        3. Deny the application request based on failure to comply with the requirements of this LDO or the applicable approval criteria.
    e. The decision-making body may also continue the hearing, or postpone the item at its own initiative, or at the request of the applicant.

VI. General Review and Approval Criteria and Findings

All applications shall be reviewed on the basis of the following criteria:

a. Compliance with law;
b. Consistency with the General Plan;
c. Consistency with other plans and policies officially adopted by the Governing Body;
d. Compliance with all applicable provisions of Chapter 14 and all other chapters of the SFCC; and
e. Consideration of how the amendment relates to other provisions of the Santa Fe City code and the avoidance of unintended consequence.

5. Post-Decision Actions and Limitations

I. General Provisions

The general provisions of this section shall apply to final actions to approve development pursuant to Chapter 14, including:

a. Conditional use approvals;
b. Development plans, including preliminary and final development plans;
c. Master plans;
d. Variances;
e. Subdivisions, including preliminary and final plats, inheritance and family transfer subdivisions, resubdivisions and other administrative plat approvals; and
f. Development within historic districts or affecting landmark properties.

II. Final Actions

Determination of final actions shall be as provided in Section 14-2.1B.5.IV.a and Section 14-2.1B.5.IV.d, *Date of Final Action.*

For the purpose of computing expirations and time extensions, the date of final action for a development approval that is appealed one or more times pursuant to the provisions of Chapter 14 is the date of final action by the land use board or Governing Body on the last appeal. The date of final action for a development approval that is appealed pursuant to the provisions of Section 3-21-9 NMSA 1978, *Zoning – Appeal,* is the date a written decision is filed pursuant to Section 39-3-1.1 NMSA 1978.

III. Specific Provisions Pursuant to Conditions of Approval

A final action may incorporate conditions of approval that establish shorter time limits than those specified in Chapter 14. Final action to approve a phased development project may incorporate a phasing plan with longer time limits than those specified in Chapter 14.

IV. Appeals

Only final actions may be appealed.

a. Final Action
    1. Final action includes:
        i. Decision of a land use board after a public hearing, including the final approval or denial of a preliminary plat or preliminary development plan.
        ii. Decision of the Planning and Land Use Director, including the written issuance or denial of a permit, approval or denial of an application for a final plat for resubdivisions or administrative approval subdivision, or other approval or denial within the Planning and Land Use Director's jurisdiction.
    2. Final action does not include:
        i. A recommendation;
        ii. A delay in rendering a decision;
        iii. A decision to postpone or remand;
        iv. A decision not to take enforcement action;
        v. An informational response to an inquiry;
        vi. Any action for which an appeal is specifically prohibited;
        vii. Any action regarding procedural matters or requirements, provision of notice, the admissibility, relevance or weight of evidence or the procedure controlling an upcoming public hearing; however, these actions may be raised by parties as part of an otherwise valid appeal.

b. Basis for Appeal

    An appeal may only be filed for the following reasons:

    1. To contest noncompliance of a final action with Chapter 14 or Sections 3-21-1 through 3-21-14 NMSA 1978;
    2. To contest the application of Chapter 14; or
    3. To appeal a decision lacking substantial evidence to support it.

c. Standing Required to Appeal

    Appeals of final actions may be filed by the following persons:

1. The applicant when the application is denied or, if approved, the approval included conditions not accepted by the applicant;
2. All persons or neighborhood associations that were required to be mailed notice for the application giving rise to the final action being appealed;
3. Persons or organizations duly organized at the time the decision appealed from was rendered alleging injury to their economic, environmental or aesthetic interests;
4. City staff members acting in their official capacity; and
5. Any person who has a recognized legal interest under New Mexico law.

d. Date of Final Action

The date of the final action shall be deemed to be the date of the final written decision and determined as follows:

1. Final Action by Planning and Land Use Director
   The date of issuance of any written decision, letter, permit (including construction permit) or other document, including recordation of a final plat for resubdivision or summary subdivision, that grants or denies an approval or request for relief; or
2. Final Action by Land Use Board or the Governing Body
   The date the decision-making body adopts a written decision containing findings of fact and conclusions of law; provided that if the decision-making body has not adopted findings of fact and conclusions of law within 35 days of the date the vote deciding the matter was taken, then the date of final action shall be deemed to be the 35th day after the date the vote deciding the matter was taken.

e. Time Limit for Appeal

Appellants shall file an appeal as follows:

1. Final actions by land use boards on subdivision plats, master plans, or development plans: within 30 days.
2. Final action by the Planning and Land Use Director on application for a final plat for resubdivision or summary subdivision: within 30 days.
3. All other final actions: within 15 days.

f. Amended Appeals

An appellant may amend an appeal until the time for appeal has expired.

g. Response

Any party may file a response to the appeal as set forth below in Section 14-2.1H.2.III.e, *Submittals by Parties.*

h. Process to File an Appeal

1. Filing an Appeal
   The appellant shall file the written appeal with the Planning and Land Use Director. The appeal shall be filed on a form provided for that purpose and shall be verified, signed by the appellant under oath and notarized.
2. Receipt of Filing; Service of Appeal
   The Planning and Land Use Director shall initial and enter the date and time of filing on both copies of the appeal and return one copy to the appellant. Within three days of the filing date, the appellant shall hand deliver a copy of the appeal to any appellee or deliver it by first-class mail, with a certificate of mailing provided by the U.S. post office.
3. Appeal Fee
   An appeal fee shall be paid at the time of filing an appeal, according to the fee schedule established by the Governing Body. The Planning and Land Use Director may waive or reduce the appeal fee if the Planning and Land Use Director determines that the appellant would qualify for the City's utility fee poverty exemption set forth in Section 15-1.3, *Utility Billing - Poverty Exemption.*

i. Multiple Appeals and Multiple Jurisdictions

1. An appellant may not appeal any single final action more than once.
2. Every appeal requires an independent basis. Final actions may not be appealed solely on the basis of alleged mistakes in prior stages of the same project, whether or not the prior final actions were appealed.
3. More than one appellant may file an appeal of a final action, and appellants may combine their appeals and share the appeal fee proportionally. All appeals of any single final action shall be consolidated for hearing purposes.
4. Any review by the Governing Body of a Planning Commission decision under Section 14-2.2B.3 shall be combined with the hearing on an appeal of that decision.
5. In the case of an appeal that includes final actions that fall under the jurisdiction of more than one land use board, the Planning and Land Use Director shall determine the appropriate land use board to hear any issue on appeal, except as otherwise provided in this section.

j. Withdrawal

An appellant may withdraw the appeal at any time. A withdrawal does not affect any related appeal. At any time after an appeal has been filed, an appellant and appellee may agree to settle any matters raised in the appeal and the appellant may withdraw the appeal; provided that such

settlement complies with applicable code requirements, including any conditions of approval of the final action being appealed.

k. Conformity of Appeal

The Planning and Land Use Director shall promptly review all appeals for conformity with the requirements of Section 14-2.1.B.5.IV. If the Planning and Land Use Director determines that an appeal does not conform to the requirements, the Planning and Land Use Director shall refer the matter to the City attorney for review.

1. If the City Attorney concurs with the Planning and Land Use Director's determination, the City Attorney's written recommendation shall be forwarded to the Governing Body for discussion. The Governing Body may accept the City Attorney's written recommendation and the decision is final and may be appealed to district court. If the Governing Body does not accept the City Attorney's recommendation, the appeal shall be heard as set forth in Chapter 14.
2. If the City Attorney does not concur with the Planning and Land Use Director's determination, the appeal shall be heard as set forth Chapter 14.

l. District Court Appeals

An appeal of a final action of the Governing Body or a land use board, or of an action of the City Manager, the City Attorney, or the Planning and Land Use Director that is only subject to appeal to district court, shall be to the first judicial district court pursuant to Section 39-3-1.1 NMSA 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court rule.

m. Stay of Action and Suspension of Permits
   1. Except as otherwise provided in this section, the timely filing of an appeal shall:
      i. Suspend the issuance of a permit or the validity of a permit already issued that is the subject of the appeal;
      ii. Prohibit the recordation of a plat or the filing of a development plan pursuant to that final action; and
      iii. Prohibit the issuance of a permit pursuant to that final action.
   2. The timely filing of an appeal of an enforcement action, including the revocation or suspension of a permit, shall not stop the enforcement action, except as provided in this section or when due process otherwise requires a hearing.
   3. The filing of an appeal shall not limit the ability of an applicant to file other applications.
   4. The filing of an appeal shall not limit the ability of any party to file an appeal of any other final action related to the same project or application provided there is an independent basis for such appeal.
   5. Upon determination by the Planning and Land Use Director that the suspension of a permit or enforcement action would cause imminent peril to life or property, a permit approving only so much of the application as is required to address the immediate danger shall be issued. When reasonably practicable, the Planning and Land Use Director shall give all parties such notice prior to the issuance of the permit as is possible. The Planning and Land Use Director's action related to the issuance of the permit is not subject to appeal to any land use board or the Governing Body and may be appealed only to the district court.
   6. The filing of an appeal of an action of the Planning and Land Use Director revoking or suspending a permit in any matter involving a sexually oriented business shall stop or suspend the action before the appeal is heard, except upon determination by the Santa Fe police department that there is a reasonable expectation that stopping or suspending the Planning and Land Use Director's action would constitute a grave imminent danger to the public welfare, including life or property, in which case the City may exercise its authority to restrain, prohibit or otherwise abate the source of such danger.

n. Communication with Members Prohibited

   Communication regarding an appeal is limited as follows:

   1. Parties

      During the appeal period after a final action is taken or after an appeal is filed, a party shall not communicate with individual

members of a land use board that may hear the appeal or the Governing Body outside an appeal hearing concerning the merits or substance of the appeal, except in writing filed with the Planning and Land Use Director within the prescribed time for inclusion in the public hearing record.

2. Other Persons
   No person other than the City attorney shall communicate outside a public hearing with a member of a land use board or the Governing Body concerning the merits or substance of an appeal to be heard by that body.
3. Site Inspection
   Individual members of a land use board or the Governing Body may not inspect the site of any subject property, except pursuant to a publicly noticed site visit that affords all parties the opportunity to attend.
4. Effect of Improper Communication
   A member of a land use board or the Governing Body receiving a communication in violation of this section shall disclose the substance of the communication on the record, and the member shall recuse themselves if the member cannot be fair and impartial in hearing the appeal.

V. Amendment of Development Approval

a. Minor Amendments by the Planning Commission to Plans Approved by the Governing Body

1. The Planning Commission may approve minor amendments to master plans, preliminary or other development plans approved by the Governing Body, including minor amendments to master plan design standards. Such amendments must be consistent with prior action by the Governing Body, including any specific restrictions, limitations or requirements adopted as provisions of the master plan, preliminary or other development plan, rezoning ordinance, annexation ordinance or annexation agreement.
2. Action by the Planning Commission to approve a minor amendment must be taken at a public hearing with notice.
3. An amendment to significantly increase the density or intensity of development previously approved by the Governing Body may not be approved as a minor amendment and requires amendment of the previous approval by the Governing Body.

b. Master Plans in the MU and BIP Districts
   The Planning Commission may approve amendments to master plans in the MU and BIP Districts.

c. Substantive Amendments

Substantive amendment or revisions to final actions approving development shall follow the same procedure that would apply to a new application, unless a specific alternative procedure is provided in this Article, or elsewhere in Chapter 14.

VI. Expiration of Development Approval

a. Timing

1. Unless a time extension is approved as described in provision VII below or shorter time limits are imposed as part of a condition of approval, development approvals shall expire as indicated in the specific review procedure.
2. Approvals for development not otherwise specified in this Article shall expire three years after final action approving them unless actual development of the site or off-site improvements has begun and is continued pursuant to provision b, or unless a different expiration date is specified elsewhere in other applicable chapters of the City's Code of Ordinances.

b. Continuing Development Activity Required

Approvals for the uncompleted portions of development other than recorded subdivisions expire if, at any time prior to completion of all phases of the approved development, no substantive development progress occurs:

1. For an approved master plan, during any interval of five years; or
2. For a development plan or other development approval as specified in provision 2 above during any interval of three years.
3. Substantive development progress means actual development of the site or related off-site infrastructure, filing for record of a development plan or subdivision plat for a phase of the approved development, or obtaining subsequent development approvals from a land use board, such as a final development plan approval subsequent to a preliminary development plan approval.

c. Effect of Expiration on Partial Development

Development and use of land that occurs prior to expiration of a development approval shall continue to be subject to applicable provisions of that approval until and unless it is amended.

VII. Extension of Development Approval

a. Application Filing

Applications for extensions shall be filed prior to the expiration of the final action for which the extension is requested. The application shall state the reason for the extension request and shall document the progress made

toward completion of the approved development and the proposed time schedule for final completion.

b. Administrative Extensions

1. The Planning and Land Use Director may approve two consecutive extensions to the time limits for an approved development, each not to exceed one year.
2. Approval shall be based on review of the findings and conditions of approval of the original final action and a finding by the Planning and Land Use Director that no substantive changes have occurred to the regulations or policies that apply to the development or to the circumstances affecting the site and its vicinity.
3. The administrative extension shall not approve revisions to the development or amendments to the conditions of approval, and no early neighborhood notification is required.
4. Administrative time extensions approved by the Planning and Land Use Director, pursuant to this subsection, for development approvals that were granted by the Planning Commission or the Governing Body, are subject to review by the Planning Commission. The Planning and Land Use Director shall identify the action taken and place it on a consent agenda for the Planning Commission. The Planning and Land Use Director shall provide the Planning Commission with the applicant's written application and the Planning and Land Use Director's written proposal. The Planning Commission may accept, reject, or modify the proposal.

c. Time Extensions by Land Use Boards

Extensions of time that do not meet the requirements for administrative approval may be made by following the procedures for amending the type of action for which extension is requested.

C. General Plan Amendment

1. Purpose

   The General Plan is a guide for the City's land use decisions. The regulations, restrictions, and policies of the City affecting development of Santa Fe shall be in accordance with the General Plan as provided in Section 3-21-5 NMSA 1978. When necessary, the General Plan shall be amended in accordance with this section.

2. Applicability

   The General Plan must first be amended before any proposed changes in the City's policies on urban area boundaries, annexation, growth, economic development, special review districts or other long-range planning items not in conformance with the General Plan may be approved. For example:

   I. Annexations must conform to the General Plan. The General Plan must be amended before any annexations not already in conformance with the General Plan may be approved; and

   II. The official zoning map provided for in Section 14-3.1D, *Official Zoning Map,* must conform to the General Plan. The General Plan must first be amended before:

      a. New zoning regulations establishing new land use classifications may be approved; or

      b. Approval of a change in zoning district designation that is inconsistent with the land use classification shown on the General Plan's future land use map. The determination of consistency shall be made based on review of the future land use map and applicable policies of the General Plan, recognizing that there may not be in every case a direct correspondence between the land use classifications in the General Plan and the zoning district designations in Chapter 14.

3. Amendments Not Required

   Changes in the City's specific policies and code provisions that do not conflict with the General Plan do not require General Plan amendments.

4. General Plan Amendment Procedure

   I. Pre-Development Meetings

      No pre-development meetings are required for a General Plan amendment.

   II. Application Submittal and Acceptance

      The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2. An application initiated by the City is exempt from fees.

III. Application Analysis

The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1D.2.IV.

IV. Scheduling and Notice of Public Hearings

The application shall be scheduled for public hearings before the Planning Commission and the Governing Body, and shall be noticed pursuant to Section 14-2.1B.4.II.

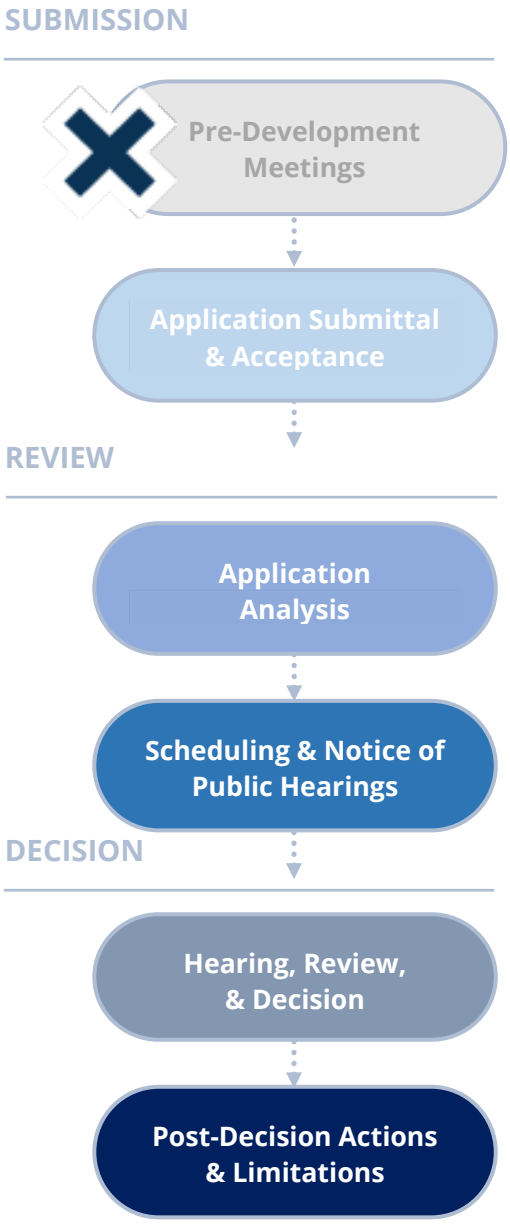


Figure 2.1-1: General Plan Amendment Procedure

V. Hearing, Review, and Decision

a. Planning and Land Use Director Review and Recommendation

1. The Planning and Land Use Director shall determine in writing whether an amendment to the General Plan is first required for applications for annexations, rezonings or other Governing Body or Planning Commission cases.
2. The Planning and Land Use Director shall review applications for amendment to the General Plan for compliance with Chapter 14 and other City land use policies and make a recommendation to the Planning Commission.
3. If an amendment is required, the amendment may be considered by the Planning Commission and the Governing Body concurrently with other applications.

b. Planning Commission Review and Recommendation

1. All proposed General Plan amendments shall be submitted to the Planning Commission for review and recommendation at a public hearing.
2. The Planning Commission shall then transmit the application to the Governing Body, together with a recommendation based on the approval criteria in Section 14-2.1C.5, regarding approval, denial, desirable changes, and special conditions and safeguards.

c. Governing Body Review and Decision

Before acting on a proposed General Plan amendment, the Governing Body shall hold a public hearing. After reviewing the Planning and Land Use Director report, the recommendation of the Planning Commission and any evidence obtained at the public hearing, the Governing Body shall take final action to approve, approve with conditions or deny the proposed General Plan amendment.

d. Post-Decision Actions and Limitations

Post-decision actions and limitations in Section 14-2.1B.5 shall apply with the following modifications:

1. Expiration
   Once approved, plan amendments do not expire.
2. Denial
   If a proposed plan amendment is denied, no application with a proposed plan amendment that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.

3. Appeal
   An applicant who is aggrieved by the denial of a General Plan amendment request may file an appeal as described in Section 14-2.1B.5.IV.

5. General Plan Amendment Approval Criteria

I. Criteria for All Amendments to the General Plan

The Planning Commission and the Governing Body shall review all General Plan amendment proposals based on the following criteria, and shall make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any amendment to the General Plan:

a. Consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure,
b. Consistency with other parts of the General Plan,
c. The amendment does not:
   1. Allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area, or
   2. Affect an area of less than two acres, except when adjusting boundaries between districts, or
   3. Benefit one or a few landowners at the expense of the surrounding landowners or the public.
d. An amendment is not required to conform with provision c. above if it promotes the general welfare or has other adequate public advantage or justification,
e. Compliance with extraterritorial zoning ordinances and extraterritorial plans,
f. Contribution to a coordinated, adjusted, and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity, or the general welfare, as well as efficiency and economy in the process of development, and
g. Consideration of conformity with other City policies, including land use policies, ordinances, regulations, and plans.

II. Additional Criteria for Amendments to Land Use Policies

In addition to complying with the general criteria set forth in this subsection, amendments to the land use policies section of the General Plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the General Plan will not have a negative impact on the surrounding properties. The proposed change in land use must be related to the character of the surrounding area or a provision

must be made to separate the proposed change in use from adjacent properties by a setback, landscaping or other means, and a finding must be made that:

a. The growth and economic projections contained within the General Plan are erroneous or have changed,
b. No reasonable locations have been provided for certain land uses for which there is a demonstrated need, or
c. Conditions affecting the location or land area requirements of the proposed land use have changed, for example, the cost of land space requirements, consumer acceptance, market or building technology.

III. Procedure for Neighborhood Plans

In addition to complying with the general approval criteria for General Plan Amendments set forth in provisions I and II above in this subsection, the adoption of neighborhood plans shall comply with the following:

a. Purpose

The purpose of the neighborhood plan is to record neighborhood-specific policies to promote the well-being of the neighborhood.

b. Definition of Neighborhood

For purposes of neighborhood planning, a neighborhood is defined as the geographic area, people, and facilities that satisfy a household's basic needs for food, shelter, recreation, social identity, security, primary education, and other basic services.

c. Calculations

When calculating the percentages required in this subsection, each parcel is entitled to a single vote no matter how many persons might own the single parcel.

d. Public Information Meetings

The Planning and Land Use Director shall conduct public information meetings regarding the neighborhood planning process.

e. Petition

A neighborhood may petition the Planning and Land Use Director to develop a neighborhood plan. The petition shall contain:

1. A description of the proposed boundaries of the neighborhood,
2. The signatures of forty percent of the property owners of record in the proposed boundaries, and
3. The names and contact information for a steering committee of at least five persons from the neighborhood to work with the Planning and Land Use Director.

f. Acceptance of Petition
   1. The Planning and Land Use Director shall review neighborhood boundaries and recommend changes, if necessary, so that the proposed boundaries adhere to the definition of a neighborhood as set forth in provision b. above.
   2. The Planning and Land Use Director shall verify that the petition has the requisite number of signatures of property owners.
   3. The Planning and Land Use Director may prioritize the processing of neighborhood plans based upon:
      i. Available City resources,
      ii. How the neighborhood plan integrates and potentially furthers broader City planning objectives and projects, and
      iii. Changes in the community.
   4. If, after the Planning and Land Use Director has accepted the petition for the preparation of a neighborhood plan, the City is unable to begin the process for the neighborhood plan within 60 days, a neighborhood whose petition has been delayed may proceed as set forth in Section 14-4.1A.2.VI, *Alternative for Creation of Neighborhood Conservation Overlay District*

g. Preparation of Neighborhood Plan
   1. The neighborhood steering committee is responsible for the preparation of the neighborhood plan with input from the neighborhood and the assistance of the Planning and Land Use Director.
   2. The plan shall respond to and address the General Plan themes set forth in Section 1.7 of the General Plan.
   3. The plan shall include at least these elements:
      i. A description of the neighborhood, including its history, assets, existing conditions, and future challenges,
      ii. A detailed listing of neighborhood issues and concerns,
      iii. A statement expressing a neighborhood vision or goals,
      iv. Neighborhood recommendations outlining actions to be taken to implement plan elements, and
      v. An implementation strategy designed to enact neighborhood priority recommendations.
   4. In addition, the plan may include the following elements:

i. An improvement plan containing an assessment of the physical improvement needs of the neighborhood; and
ii. The characteristics of the neighborhood that are proposed to be regulated within a proposed neighborhood conservation overlay district in Section 14-5.1A.2.

h. Public Meetings
1. The neighborhood steering committee shall hold at least two public meetings at which the proposed neighborhood plan shall be discussed and developed. The meetings shall be coordinated with the Planning and Land Use Director and held at a reasonable time and place to maximize public attendance.
2. Notice for the first public meeting shall follow the requirements for early neighborhood notification in Section 14-2.1B.1.II.d.1, *Scheduling and Notice*. Notice for subsequent meetings shall be determined by the steering committee. If the proposed boundaries are enlarged, notice shall be given to those additional property owners and physical addressees as for the first scheduled meeting.

i. Planning Commission Subcommittee
A final draft of the neighborhood plan shall be submitted to a subcommittee of the Planning Commission, such as the long-range planning subcommittee, which shall review and make recommendations regarding the completeness of the plan and its adherence to the General Plan themes.

j. Neighborhood Ballot
1. The steering committee shall send by U.S. mail a ballot to all residents within the plan boundaries. The ballot shall ask for a single affirmative or negative vote for the proposed plan. The steering committee shall include a stamped envelope addressed to the Planning and Land Use Director for returning ballots.
2. If, within 30 days of mailing the ballot, the City receives ballots approving the plan from greater than 50 percent of the residents within the neighborhood plan boundaries, the Planning and Land Use Director shall initiate a General Plan amendment to adopt the neighborhood plan as set forth in this section.

k. Time to Complete Plan
From the date of receipt of petition to initiate a neighborhood plan to the deadline for receipt of neighborhood ballots shall not exceed two years unless a specific time extension is approved by the Planning and Land Use Director.

D. Ordinance Amendments

1. Annexation

I. Purpose

This procedure provides for the possibility of annexing land currently outside the limits of the City of Santa Fe to be incorporated into the boundaries of and become subject to the jurisdiction of the City.

II. Applicability

There are three methods of annexing territory:

a. Arbitration Method

The arbitration method may be used by the Governing Body to annex contiguous territory as authorized by Sections 3-7-5 through 3-7-10 NMSA 1978.

b. Municipal Boundary Commission method

The municipal boundary commission method may be used by the Governing Body or by a majority of landowners of the territory proposed to be annexed, upon petition to the municipal boundary commission as authorized by Sections 3-7-11 through 3-7-16 NMSA 1978.

c. Petition Method

The petition method may be used by a majority of landowners of the territory proposed to be annexed and the petition must be presented to the Governing Body for approval or rejection as authorized by Section 3-7-17 NMSA 1978.

III. Zoning Designation for Newly Annexed Parcels

All newly annexed parcels shall be considered to be in the R-1 district unless otherwise classified by rezoning.

IV. Annexation Procedure

a. Pre-Development Meetings

1. A pre-application conference is required. See §14-2.1B.1.I.
2. An ENN meeting is required. See §14-2.1B.1.II.

b. Application Submittal and Acceptance

The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2. An application initiated by the City shall be exempt from fees.

1. Annexation Petitions by Landowners
   i. All annexation requests by petition of the landowners shall be accompanied by a letter of application, a plat of the area proposed to be annexed, a master plan or a concurrent rezoning application, or both, for the area proposed to be annexed, a proposed annexation agreement and other supporting materials required by the Planning and Land Use Director, and shall meet all other requirements of Section 3-7-17 NMSA 1978. When the City is the petitioning landowner, a map showing the City-owned land to be annexed may be submitted in lieu of a plat.
   ii. In the case of an annexation request by petition of landowners brought by municipal boundary commission method, the petition must conform to the requirements listed in Item (i) above as well as those set forth in Section 3-7-13 NMSA 1978.

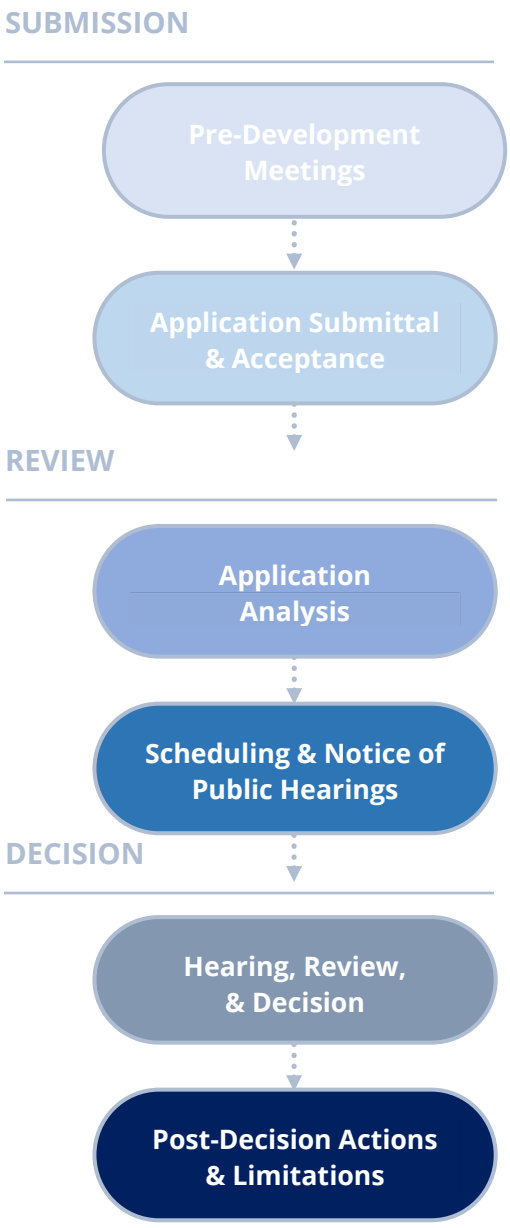


Figure 2.1-23: Annexation Procedure

2. Annexation Requests Initiated by the Governing Body
   When an annexation is initiated by the Governing Body under the arbitration or municipal boundary commission methods, the Governing Body shall provide the information required by Sections 3-7-5 and 3-7-13 NMSA 1978, respectively. In addition, the following shall apply:

i. When annexation is initiated to consolidate City boundaries or services, a plan demonstrating how such consolidation will take place shall be provided; and
ii. When annexation is proposed for purposes other than consolidation of City boundaries or services, a sector plan shall be provided.

c. Application Analysis
1. The Planning and Land Use Director shall determine in writing whether an amendment to the General Plan is first required prior to the annexation proceeding.
2. The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1D.2. V.
3. Application analysis shall include a determination of whether the impacts of potential development on annexed land can be demonstrated to the City's satisfaction as to the assumptions, methodology, and data, with the outcome that:
i. The applicant and the City shall negotiate to offset the increased infrastructure, public facilities, or operating costs to the City due to the proposed development; or
ii. The City shall deny the annexation.
4. If analysis indicates that the annexed area creates a need for additional major public infrastructure expansion, the applicant may be required to contribute a proportional fair share of the cost of necessary expansions.

d. Scheduling and Notice of Public Hearings
The application shall be scheduled for public hearings before the Planning Commission and the Governing Body, and shall be noticed pursuant to Section 14-2.1B.3.V. Additionally:
1. The City shall submit each annexation petition to the board of county commissioners as required by Section 3-7-17.1 NMSA 1978.
2. The City shall notify the school board about the public hearing date for all petition-method annexations over 25 acres at least 15 days in advance of the hearing.
3. The City shall notify the county planning and land use department of all annexations approved by the City.

e. Hearing, Review, and Decision
1. Protest Petitions
If the owners of 20 percent or more of the land included in the area, or within 100 feet, excluding public rights-of-way, of the area proposed to be annexed protest the annexation in writing, the proposed petition-method annexation shall not become effective

unless it is approved by a majority vote of all the members of the Governing Body.

2. Annexation Agreements
   i. For all landowner petition method annexations, an annexation agreement shall be entered into between the City and the applicant.
   ii. The annexation agreement shall be recommended by the Planning Commission to the Governing Body and adopted by the Governing Body as a part of the ordinance setting forth the boundaries of the annexed area.
   iii. The agreement shall include, as appropriate:
      (a) A list of property owners;
      (b) Reference to the way in which the annexation is in conformance with the General Plan;
      (c) Provision for necessary off-site facilities;
      (d) Designation of land uses;
      (e) A phasing and staging plan;
      (f) Land to be dedicated to the City;
      (g) Impact fees;
      (h) Provision of City services, including fire and police protection, wastewater collection and sewer services, refuse disposal and street and road improvements;
      (i) Site design;
      (j) Archaeological site protection;
      (k) Provision of parks and open space and other items as agreed to by the City and the applicant; and
      (l) The provision of water, consistent with adopted policies of the City, shall be addressed.
   iv. A revised annexation agreement must be approved if the master plan approved as part of the annexation application becomes invalid and a new master plan is approved.
3. Planning and Land Use Director Review and Recommendation
   The Planning and Land Use Director shall review applications for annexation for compliance with Chapter 14 and other City land use policies and make a recommendation to the Planning Commission.

4. Planning Commission Review and Recommendation
   i. All proposed petition-method annexations shall be submitted to the Planning Commission for review and recommendation at a public hearing based on the approval criteria set forth in Section 14-2.1D.1.V. In the course of the review, the Planning Commission shall make complete findings of fact on all applications. The Planning Commission shall not rule on the economic feasibility of any development proposed in an annexation master plan.
   i. The Planning Commission shall transmit the application to the Governing Body, together with a recommendation based on the approval criteria in Section 14-2.1D.1.V, regarding approval, denial, desirable changes and special conditions and safeguards.
   ii. If the Planning Commission does not act on a request for annexation application review within ninety days after submission, the applicant may request review of the proposed annexation by the Governing Body.
5. Governing Body Review and Decision
   i. Before taking action on any proposed petition-method annexation, the Governing Body shall hold a public hearing. After reviewing the Planning and Land Use Director's report, if any, the recommendation of the Planning Commission and any evidence obtained at the public hearing, the Governing Body shall take final action to approve, approve with conditions or deny the proposed annexation.
   ii. When a proposed petition-method annexation has failed to receive the recommended approval of the Planning Commission, the annexation shall not be approved by the Governing Body except by a majority vote of all the members of the Governing Body.

f. Post-Decision Actions and Limitations

Post-decision actions and limitations in Section 14-2.1B.5 shall apply with the following modifications:

1. Expiration
   Once approved, annexations do not expire.
2. Denial
   If a proposed annexation is denied, no application that is for annexation of the same property that has been denied shall be shall be eligible for resubmittal for 12 months following denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.

3. Appeal
   An applicant who is aggrieved by the denial of a request for annexation may file an appeal as described in Section 14-2.1B.5.IV.

V. Annexation Approval Criteria

The Planning Commission and the Governing Body shall review all petition-method annexation proposals on the basis of the following criteria. The reviewing entities must make complete findings of fact sufficient to show that the criteria provided in this section have been met before recommending or approving any annexation:

a. Annexations must conform to the General Plan. Proposed annexations not already in conformance with the General Plan shall require a General Plan Amendment as described in Section 14-2.1C, before the annexation may be considered and approved.
b. The proposed annexation is within the urban area boundary.
c. In all cases the proposed annexation must be contiguous with existing City boundaries, generally furthering a consolidation of City boundaries and service areas; provided that allowance shall be made for those properties that are prohibited from annexation by charter or other legal instrument.
d. Generally, a proposed development should not impose an economic burden on citizens or result in an indirect subsidy of services by the City. Specifically, evidence shall be provided by the applicant that the existing infrastructure; public facilities, including fire stations and parks; and operating services, such as ongoing garbage collection, police and fire, can accommodate the impacts of the proposed development.
e. The amount of and proposed use for the land to be annexed is consistent with the City's policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of growth of the City. The City has no obligation to annex land if it is determined as a matter of City policy that the inventory of urban land, by land use category, is adequate to meet the projected absorption rates of the City for housing and other purposes for a specified number of years as set forth in that policy.
f. Any proposed development is compatible with the provisions of extraterritorial land use ordinance no. 2009-01 establishing subdivision, platting, planning and zoning rules within the presumptive city limits, as amended.
g. All annexation requests are for areas of no fewer than 25 acres unless the area produces a consolidation of City boundaries or services or is in phase with the staging plan of the General Plan.

2. Code Text Amendment

I. Purpose

This procedure provides for the review and approval of amendments to the text of this Land Development Code (LDC).

II. Applicability

A code text amendment may be proposed by:

a. The Governing Body,
b. The Planning Commission,
c. A department or agency of the City; or
d. Any other person, who must submit a request for a code text amendment, in writing, directly to the Governing Body, or a member thereof.

III. Code Text Amendment Procedure

Figure 2.1-4 identifies the applicable steps from the common review procedures in Section 14-2.1B that apply to the review of code text amendment requests, with additions or modifications noted below.

a. Pre-Development Meetings

No pre-development meetings are required for a code text amendment.

b. Application Submittal and Acceptance

The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2. An application initiated by the City shall be exempt from fees.

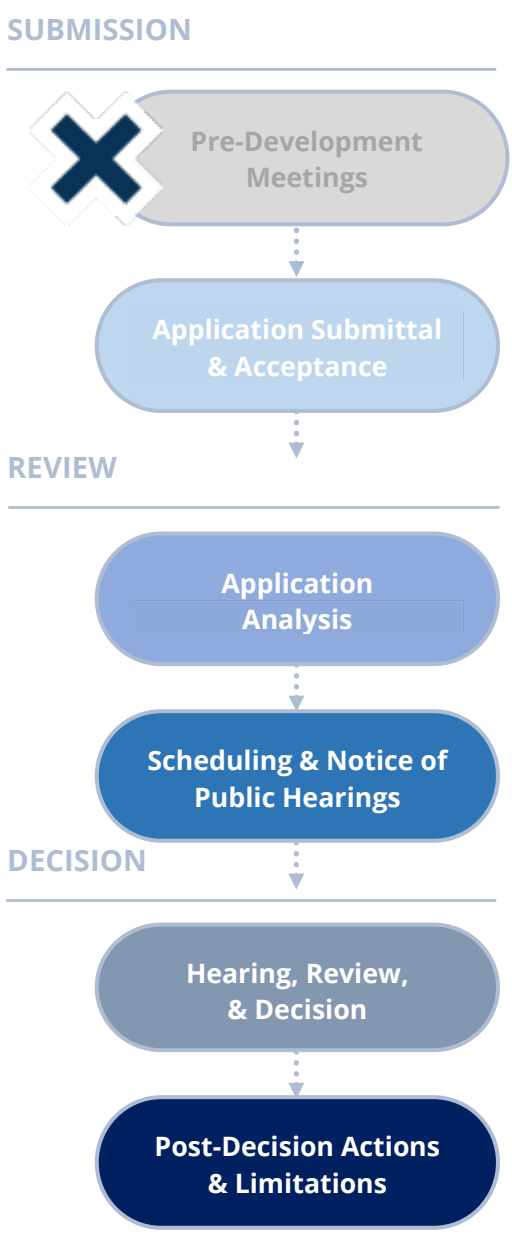


Figure 2.1-4: Code Text Amendment Procedure

c. Application Analysis

The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1D.2.IV.

d. Scheduling and Notice of Public Hearings
The application shall be scheduled for public hearings before the Planning Commission and the Governing Body, and shall be noticed pursuant to Section 14-2.1B.4.II.

e. Hearing, Review, and Decision
1. Planning Commission Review and Recommendation
i. The Planning Commission shall review the application and forward its recommendation to the Governing Body, except for proposed amendments to:
(a) Section 14-2.2F, *Historic Districts Review Board*, and Section 14-4.6, *Historic Districts*, when the Historic Districts Review Board shall review and issue recommendations;
(b) Section 14-2.1G.1, *Archaeological Clearance Permit*, and Section 14-4.2, *Archeological Review Districts*, when the Archaeological Review Committee shall review and issue recommendations; and
(c) Section 14-7.7, *Development Water Budgets,* when the public works and utilities committee shall review and issue recommendations.
ii. The Planning Commission or other recommending body may recommend edits or amendments to the proposed code text amendment.
iii. The land use board's review and recommendation shall be based on the approval criteria in Section 14-2.1D.2.IV.
2. Governing Body Review and Decision
i. At the public hearing, the Governing Body may review and approve, approve with amendments to proposed text amendment, or deny the application.

f. Post-Decision Actions and Limitations
Post-decision actions and limitations in Section 14-2.1B.5 shall apply with the following modifications:
1. Expiration
Once approved, text amendments do not expire.
2. Denial
Other than proposals by the Governing Body, if a proposed code text amendment is denied, no application with a proposed LDC text change that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.

3. Appeal
   An applicant who is aggrieved by the denial of a request for a code text amendment may file an appeal as described in Section 14-2.1B.5.IV.

IV. LDC Text Amendment Approval Criteria

In reviewing a proposed LDC text amendment, the Planning Commission and Governing Body shall consider whether and to what extent the proposed text amendment is:

a. Necessary to correct an error in the text of this LDC;
b. Necessary to address a demonstrated community need;
c. Necessary to respond to substantial changes in conditions and/or policy; and
d. Consistent with the general purpose and intent of this LDC and the section being amended.

3. Rezoning

I. Purpose

The rezoning procedure allows requests to amend the permitted land uses for a property by assigning it to a new zoning classification within the City of Santa Fe that allows for the proposed land use.

II. Applicability

A rezoning, or amendment to the official zoning map, may be proposed by:

a. The Governing Body,
b. The Planning Commission,
c. Any department or agency of the City, or
d. Any other person, who must submit a request in writing to the Governing Body, along with all submissions required by Chapter 14 and any other information requested by the Planning and Land Use Director as reasonably necessary to determine compliance with this Chapter 14.

III. Neighborhood Conservation Overlay District

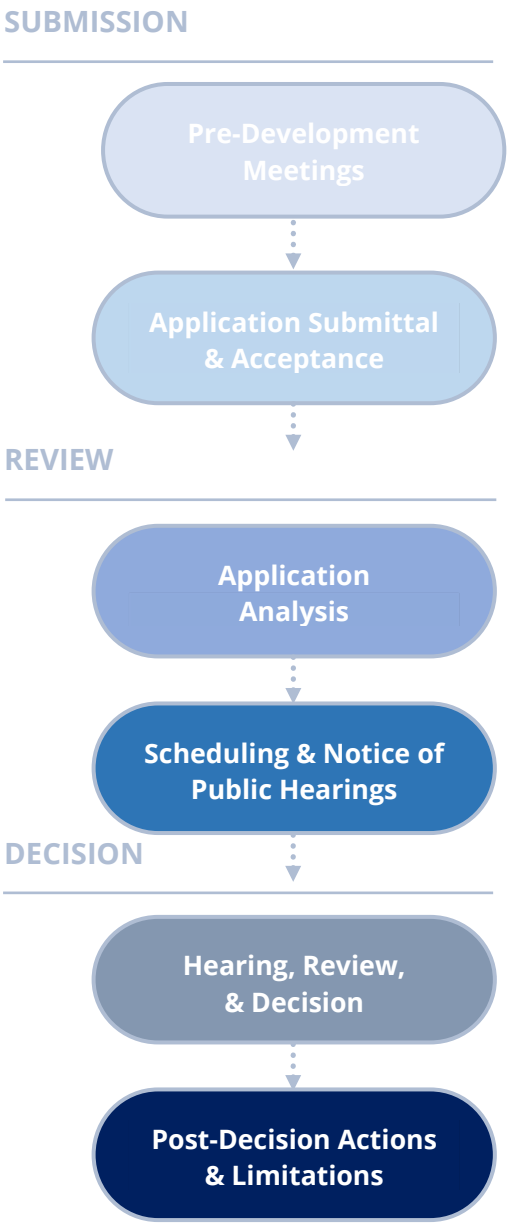


Figure 2.1-5: Rezoning Procedure

Neighborhood Conservation Overlay District.

IV. Plan Requirements

Plan submittal requirements for rezonings are set forth in Article 14-3, *Zoning Districts*, and Article 14-4, *Overlay Districts.*

V. Uniform Zoning Classification for Entire Lot Required

Except where a legal lot of record is divided by a zoning district boundary, no request to change the zoning classification on a portion of a legal lot of record shall be considered unless the change will establish a uniform zoning classification for the entire lot. A new zoning district boundary shall not divide a legal lot of record, except to establish overlay district boundaries based on topography or other physical conditions.

VI. Rezoning Procedure

a. Pre-Development Meeting

1. A pre-application conference is required. See §14-2.1B.1.I.
2. An ENN meeting is required. See §14-2.1B.1.II.

b. Application Submittal and Acceptance

The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2. An application initiated by the City shall be exempt from fees.

c. Application Analysis

1. The Planning and Land Use Director shall determine in writing whether an amendment to the General Plan is first required prior to the rezoning proceeding.
2. The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1D.3.VII.
3. If the impacts of the proposed rezoning cannot be accommodated by the existing infrastructure and public facilities, the City may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable City ordinances, regulations, or policies.
4. If the proposed rezoning creates a need for additional streets, sidewalks, or curbs necessitated by and attributable to the new development, the City may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-7.9, *Impact Fees.*

d. Scheduling and Notice of Public Hearing

The application shall be scheduled for public hearings before the Planning Commission and the Governing Body and shall be noticed pursuant to Section 14-2.1B.4.II.

e. Hearing, Review, and Decision

1. Protest Petitions

   If the owners of 20 percent or more of the land included in the area, or within 100 feet of the land proposed to be rezoned excluding public rights-of-way, protest in writing, the proposed rezoning shall not become effective unless it is approved by a majority vote of all the members of the Governing Body.

2. Planning Commission Review and Recommendation
   i. All proposed rezonings shall be submitted to the Planning Commission for review and recommendation at a public hearing. The Planning Commission's review and recommendation shall be based on the approval criteria and balancing test set forth in Section 14-2.1D.3.VII, *Rezoning Approval Criteria.* The Planning Commission shall not consider or rule on the economic feasibility of any development proposed in a rezoning master plan or development plan unless the application is for a public project.
   ii. The Planning Commission shall transmit the application, including any plan, to the Governing Body, together with a recommendation as to findings and conditions, desirable changes and recommendations for approval or denial.
3. Governing Body Review and Decision
   i. Before taking action on a proposed rezoning, the Governing Body shall hold a public hearing. In the course of the hearing, the Governing Body may request other information from the applicant that is reasonably necessary to determine compliance with Chapter 14 and may suggest changes to the application as a condition of Governing Body approval. After reviewing the Planning and Land Use Director report, if any, and the Planning Commission recommendation and any evidence obtained at the public hearing, the Governing Body shall take final action to approve, approve with conditions or deny the proposed rezoning. The final action shall be based on the approval criteria and balancing test provided in subsection (C) of this section.
   ii. The Governing Body may approve a rezoning to a less intensive zone district than originally requested by the applicant. In such cases, no re-application or re-processing of the original application shall be required.
   iii. When a proposed rezoning fails to receive the recommended approval of the Planning Commission, the rezoning shall not be approved by the Governing Body except by a majority vote of all the members of the Governing Body.

f. Post-Decision Actions and Limitations

Post-decision actions and limitations in Section 14-2.1B.5 shall apply with the following modifications:

1. Expiration

Once approved, rezonings do not expire.

2. Approved Rezonings to be Reflected on Official Zoning Map
   i. After the Governing Body has approved a rezoning application, the official zoning map shall be amended in accordance with Section 14-3.1D to note the new zoning designation.
   ii. In the case of approval by the Governing Body of a rezoning to PUD, the PUD classification shall be attached to the existing zoning designation on the official zoning map, i.e., "____-PUD" with the underlying zoning district abbreviation indicated in the blank.
3. Post-Approval Procedure
   i. If, in accordance with the provisions of Chapter 14 and Sections 3-21-1 through 3-21-11 NMSA 1978, changes are made in district boundaries or other matter portrayed on the official zoning map, those changes shall be made on the official zoning map within 30 days after the ordinance adopting the change in zoning classification has been approved by the Governing Body.
   ii. A rezoning ordinance shall be published one time either in its entirety or by title and a general summary of the subject matter contained in the ordinance, whichever the Governing Body elects to do at least five days prior to its effective date, unless otherwise provided by law.
4. Denial

   Unless proposed by the Governing Body, if a proposed rezoning is denied, no rezoning application that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.
5. Appeal

   An applicant who is aggrieved by the denial of a rezoning request may file an appeal as described in Section 14-2.1B.5.IV.

VII. Rezoning Approval Criteria

a. The Planning Commission and the Governing Body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

1. One or more of the following conditions exist:
   i. There was a mistake in the original zoning;
   ii. There has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or
   iii. A different use category is more advantageous to the community, as articulated in the General Plan or other adopted City plans;
2. All the rezoning requirements of Chapter 14 have been met;
3. The rezoning is consistent with the applicable policies of the General Plan, including the future land use map;
4. The amount of land proposed for rezoning and the proposed use for the land is consistent with City policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the City; and
5. The existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

b. Unless the proposed change is consistent with applicable General Plan policies, the Planning Commission and the Governing Body shall not recommend or approve any rezoning, the practical effect of which is to:

1. Allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;
2. Affect an area of less than two acres, unless adjusting boundaries between districts; or
3. Benefit one or a few landowners at the expense of the surrounding landowners or general public.

E. Subdivision Procedures

1. Jurisdiction and Applicability

I. These land subdivision regulations shall govern all platting or re-platting of land within the jurisdiction of the City.

II. No person shall subdivide land, nor shall construction of any kind commence on subdivided land, nor shall transfer of ownership be made of subdivided land prior to the approval of a subdivision of the land by the Planning Commission or the Planning and Land Use Director, and prior to the recording of the subdivision in the office of the county clerk. Until the Planning Commission or the Planning and Land Use Director has approved a subdivision, the owner of the land within the subdivision or their agent shall not transfer or sell, or negotiate to or agree to transfer or sell, the land or any part of it by reference to, the exhibition of or any other use of, a plat or subdivision of the land. The description by metes and bounds in an instrument of transfer or other document used in the process of selling or transfer shall constitute prima facie evidence of a violation of this section.

III. Conflicts With Other Code Provisions

a. No subdivision plat shall be approved that does not comply with applicable provisions of the Santa Fe City Code that regulate the development and use of land, or that increases the degree or extent of noncompliance with those provisions, unless the appropriate variance or other relief procedure is approved.

b. Whenever there is a discrepancy or conflict between minimum standards or dimensions for subdivisions and those contained elsewhere in Chapter 14, Chapter 7, *Building and Housing,* Chapter 12, *Fire Prevention and Protection,* or other official regulations of the City, the more restrictive standard shall apply as provided in Section 14-1.8, *Conflicting Provisions.*

IV. Acceptance of Improvements

The dedication of any or all of the lands for public use of any nature within the City shall be specifically accepted by the Planning Commission or Governing Body, and such acceptance may be conditioned on a finding by the Planning and Land Use Director of compliance with all conditions of approval of the subdivision plat. Approval of a subdivision by the Planning Commission does not constitute acceptance by the City of the streets, alleys or other public ways or easements and parks or other public lands dedicated on the subdivision plat by the owners.

V. Phasing

Subdivision plats may be approved by the Planning Commission in phases at the preliminary or final plat stage, or the Planning and Land Use Director may approve phases within an approved final plat. Each phase shall include all

infrastructure and amenities necessary and appropriate to the stand-alone operation of that phase and for the orderly development of other properties in the vicinity.

VI. Common Promotional Plans

A plan or scheme of operation undertaken by a single applicant or a group of applicants acting in concert to offer for sale or lease lots where the land is either contiguous or part of the same area of land or is known, designated, or advertised as a common unit or by a common name shall constitute a single subdivision plat.

VII. Subdivision by Court Order

a. Court proceedings must not be used to circumvent the provisions of Chapter 14 relating to the subdivision or resubdivision of property or to create or increase a nonconformity.
b. A legal lot of record that is properly partitioned, partially condemned or otherwise divided or altered by court order as provided in Chapter 42 NMSA 1978 continues to be a legal lot of record.
c. Development of property that is divided or altered by court order remains subject to the standards and requirements of Chapter 14.

VIII. Plats Containing Special Flood Hazard Area Land

A plat showing land all or partly within the special flood hazard area, shall meet the requirements of Section 14-8.3, *Flood Regulations*, and shall be approved and signed by the Floodplain Administrator, in addition to other approval authorities described in this section.

IX. Resubdivision

The Planning and Land Use Director has the authority to review and approve or deny resubdivisions where the combination or recombination of portions of previously platted lots does not increase the total number of lots and the resulting lots comply with the approval criteria in Section14-2.1E.3.

X. Serial Subdivisions

a. Except for resubdivisions, a proposed subdivision that occurs within five years after the approval of an earlier subdivision of any part of the affected land shall be subject to the same standards and shall follow the same procedures as though the cumulative number of lots created by the successive plats were created by the currently proposed subdivision.

b. The Planning and Land Use Director may waive provision a above for an administrative approval subdivision within a master planned area that creates legal lots of record that will be further subdivided or developed pursuant to a development plan.

XI. Certificate of Compliance

a. Approval by the Planning and Land Use Director

When the Planning and Land Use Director determines that a single lot not shown on an approved subdivision plat is a legal lot of record, the Planning and Land Use Director may approve and cause to be recorded a certificate of compliance. The certificate of compliance describes the lot, the circumstances of its creation and the documentation and applicable regulations upon which the determination of compliance is based.

b. Approval by the Planning Commission

The Planning Commission may approve a certificate of compliance for a lot or contiguous lots that have been created in violation of the procedural requirements of this section if it determines that the lots comply with all other applicable standards of Chapter 14 or it imposes conditions of approval necessary to ensure such compliance. Upon meeting any conditions of approval and recordation of the certificate of compliance, the lot or lots shall be legal lots of record.

c. Procedures for Approval

Approval of a certificate of compliance by the Planning Commission shall follow the procedures required for a final subdivision plat, including those for any variances requested.

d. No Creation of Nonconformity

A certificate of compliance shall not be granted to divide land in a way that precludes compliance with the provisions of Chapter 14 by any other portion of the previous legal lot of record out of which the approved lots are created.

e. Inclusion on Recorded Plats

A certificate of compliance may be recorded as a separate document or in the form of a statement included on a subdivision plat approved and signed by the appropriate City officials.

XII. Notice of Violation

a. When the Planning and Land Use Director determines that real property has been divided in violation of this section, the Planning and Land Use Director shall record a notice of violation describing the affected property and the nature of the violation and listing any recorded documents upon which the determination of the violation is based. If the owner of record of the affected property can be determined, the name of the owner shall be included on the notice of violation, and a copy shall be sent to the owner at the address on file with the county treasurer via first class mail, with a certificate of mailing provided by the U.S. post office.

b. When the violation has been corrected by means of a certificate of compliance or approved subdivision plat, the notice of violation and correction shall be referenced on the certificate or plat. When the violation is corrected by other legal means, the Planning and Land Use Director shall record a notice of correction referencing the notice of violation and describing the means by which the violation has been corrected.

c. The procedures described in provisions VII and XI of this subsection are in addition to those provided for enforcement of Chapter 14 in Section 14-1.12, *Enforcement,* or elsewhere in Chapter 14.

2. Preliminary Plat Procedure

I. Pre-Development Meetings

a. A pre-application conference is required. See §14-2.1B.1.I.

b. An ENN meeting is required. See Section 14-2.1B.1.II.

II. Preliminary Plat Submittal and Acceptance

a. The applicant shall prepare or cause to be prepared a preliminary plat, together with improvement plans and other supplementary material as specified in checklists issued by the Planning and Land Use Director and in conformance with the standards of Article 14-6, *Infrastructure Design, Improvement, and Dedication Standards.*

b. The plat shall be prepared by a professional land surveyor.

c. Exception

Preliminary plat procedures are not required for inheritance and family transfer subdivisions.

III. Application Analysis

The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1D.3.VII.

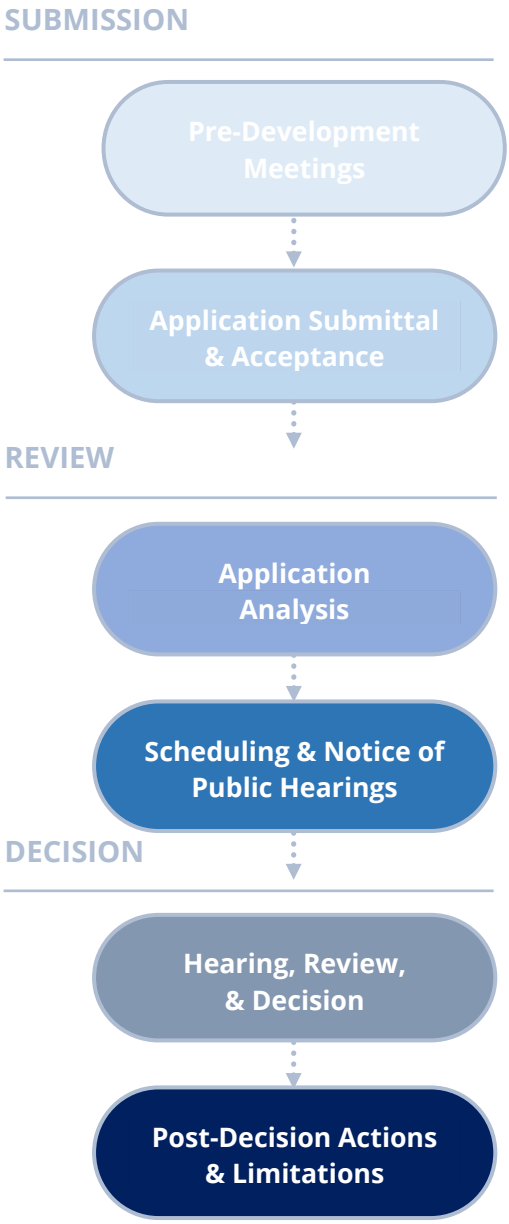


Figure 2.1-6: Preliminary Plat Procedure

IV. Scheduling and Notice of Public Hearings

The application shall be scheduled for a public hearing before the Planning Commission and shall be noticed pursuant to Section 14-2.1B.4.II.

V. Hearing, Review, and Decision

a. Planning and Land Use Director Review

The Planning and Land Use Director shall review the submitted preliminary plat and supplementary materials for conformity to this article. The Planning and Land Use Director shall provide the Planning Commission with a written report of findings together with a

recommendation that the preliminary plat be approved, approved with conditions, or denied. A recommendation to conditionally approve shall contain the conditions and a recommendation for denial shall contain the reasons for that recommendation.

b. Planning Commission Review and Decision

The Planning Commission shall review the preliminary plat and other materials submitted for conformity to this article, consider the Planning and Land Use Director report and recommendations and require any changes deemed advisable and the kind and extent of improvements to be made by the applicant. Following this, the Planning Commission shall act on the application within 35 days unless an extension of time is applied for in writing by the applicant and granted by the Planning Commission. The Planning Commission shall approve or deny the application.

VI. Post-Decision Actions and Limitations

a. Effect of Approval

Approval of a preliminary plat does not constitute approval of the final plat; rather, it is an expression of approval of the layout submitted on the preliminary plat as a guide to the preparation of the final plat. The final plat shall be submitted to the Planning Commission for approval and recorded when the provisions of this article and the conditions of preliminary plat approval are met.

b. Expiration

Approval of a preliminary subdivision plat shall expire three years after final action approving it unless the final plat or development plan is approved.

c. Extension

Plat approval may be extended as provided in Section 14-2.1B.5.VII.

d. Denial

If a preliminary plat is denied, the applicant may resubmit an updated plat that complies with the standards and requirements of this LDC without the requirement to wait for 12 months from the date of denial.

e. Appeal

An applicant who is aggrieved by the denial of a preliminary plat may file an appeal as described in Section 14-2.1B.5.IV.

3. Subdivision Approval Criteria

See §14-2.1E.9, *Approval Criteria for All Subdivisions,* below.

4. Final Plat Procedure

I. Conformity with Preliminary Plat Required
The final plat shall conform substantially to the preliminary plat as approved.

II. Final Plat Submittal and Acceptance
a. An application for approval of a final plat shall be filed with the Planning and Land Use Director and shall consist of maps that show the proposed development layout and the related information and drawings specified by the Planning and Land Use Director.
b. The original drawing of the final plat and all other exhibits required for approval shall be prepared as specified by the Planning and Land Use Director.
c. The Planning and Land Use Director shall verify that all required filing and review fees have been paid in full.

III. Application Analysis
The Planning and Land Use Director shall determine whether:
a. Public lands for park and recreation facilities have been dedicated on the final plat or the optional fee in lieu of land dedication for such facilities has been paid in full as required in Section 14-7.9, *Impact Fees,* and Section 14-6.3, *Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities.* Such dedication shall not be recorded, nor take effect, unless the final plat is recorded at the same time;
b. The final plat conforms substantially to the preliminary plat as approved.

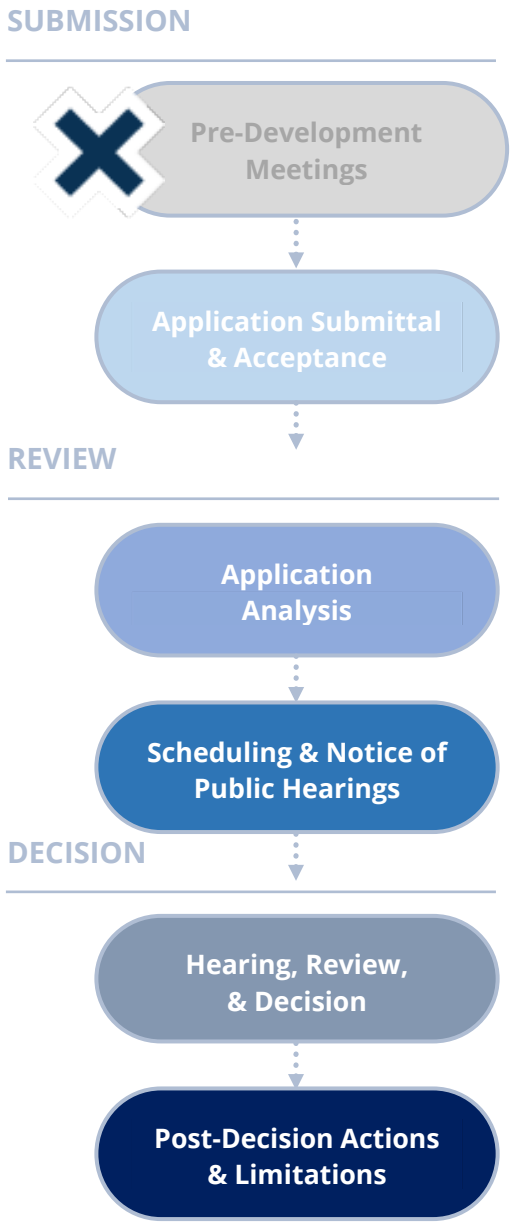


Figure 2.1-7: Final Plat Procedure

IV. Scheduling and Notice of Public Hearing

The application shall be scheduled for a public hearing before the Planning Commission and shall be noticed pursuant to Section14-2.1B.4.II.

V. Hearing, Review, and Decision

a. Planning and Land Use Director Review

The Planning and Land Use Director shall provide the Planning Commission with a written report of findings together with a recommendation that the final plat be approved, approved with conditions, or denied. A recommendation to conditionally approve shall contain the conditions and a recommendation for denial shall contain the reasons for that recommendation.

b. Planning Commission Review and Decision

1. The Planning Commission shall approve or deny the final plat within 35 days of the date it first considers the complete submittal of the plat at a public hearing unless an extension of time is agreed to by the applicant and the Planning Commission.
2. If the final plat is approved by the Planning Commission, the approval shall be recorded on the face of the original drawing of the final plat. The approval shall be dated and verified on the original drawing by the signature of the chair and secretary of the Planning Commission in the spaces provided. If the plat is approved, the original drawing shall be used in part for recordation purposes and shall be retained in the files of the engineering division. If the final plat is denied, the original drawing shall be returned to the applicant.

VI. Post-Decision Actions and Limitations

a. Recording

Final plats shall be recorded only by the City and the Planning and Land Use Director shall notify the applicant of the date of the recording. The recording of a plat does not imply the acceptance by the City of maintenance obligations for any public dedication shown on the plat.

b. Expiration

1. Approval of a final plat for a subdivision, including resubdivisions and any other administrative plat approved by the Planning and Land Use Director, shall expire three years after final action approving it unless the plat is filed for record with the county clerk. If the final plat approval expires, then the approval of the corresponding preliminary plat expires simultaneously.
2. All conditions of final plat approval shall be completed within three years of recording the plat unless a different schedule has been approved by the Planning Commission or an extension is applied for in writing and approved by the Planning Commission.

c. Extension

Plat approval may be extended as provided in Section 14-2.1B.5.VII.

d. Denial

If a final plat is denied, the applicant may resubmit an updated plat that complies with the standards and requirements of this LDC without the requirement to wait for 12 months from the date of denial.

5. Subdivision Approval Criteria

See Section 14-2.1E.9, *Approval Criteria for All Subdivisions,* below.

6. Administrative Approval Subdivisions

I. Authority

According to the delegation authority recognized by NMSA 1978, Section 3-20-8, Alternate Summary Procedure, the Planning and Land Use Director may review and provide administrative approval for the following:

a. Resubdivisions that result in the same or a fewer number of lots; and
b. Subdivisions that result in the creation of one additional lot.

II. Notice Requirement for Subdivisions Creating One Additional Lot

At least 30 calendar days before the Planning and Land Use Director acts on an application for a subdivision that would create one additional lot, the applicant shall provide the following notice:

a. Posted Notice

A public notice poster obtained from City staff shall be posted on the property. The poster shall:

1. Be prominently displayed;
2. Be visible from a public street;
3. Be securely placed on the property; and
4. Indicate the nature of the request, identity of the applicant, property affected, earliest date that a decision will be made, and phone number for the City staff contact.

b. Mailed Notice

Mailed notice to all owners of properties, as shown in the records of the county treasurer, and to the physical addresses of such properties where the property's address is different than the address of the owner, and to all neighborhood associations that are within 300 feet of the property. The

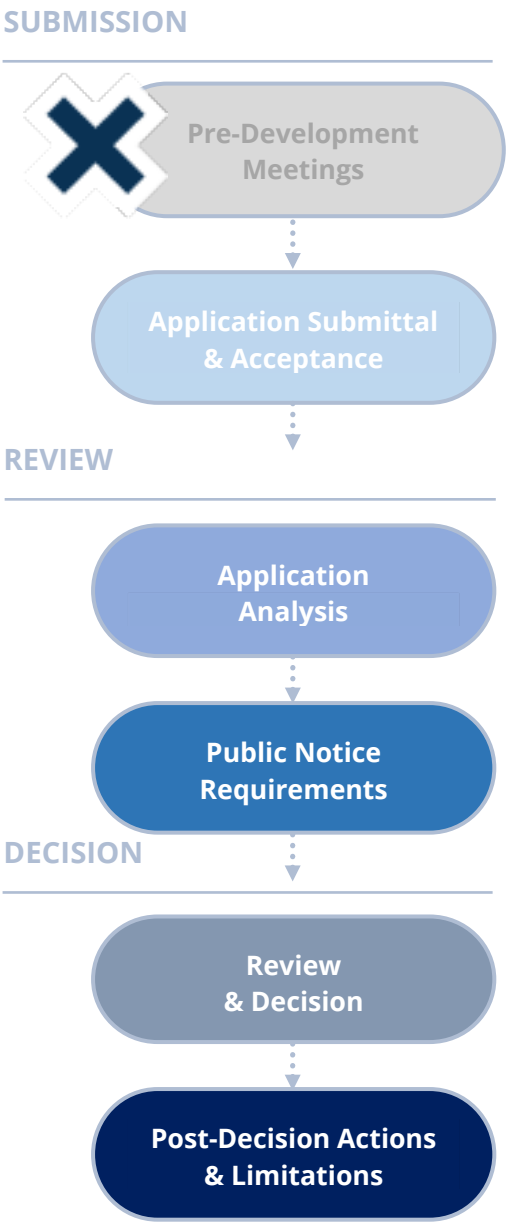


Figure 2.1-8: Final Plat Procedure

notice shall describe how the public may review the application, and how they may submit written comments to the Planning and Land Use Director. A member of the public may also request that the application be referred to the Planning Commission for review and decision.

III. Administrative Review and Decision

a. The Planning and Land Use Director shall not act on an application before the expiration of the 30-day notice period set forth in provision II above in this subsection.
b. Administrative approval subdivisions are subject to the procedural requirements, approval criteria and development standards that apply to other subdivisions, except that no preliminary plat or hearing is required.
c. The Planning and Land Use Director may defer the construction of public and semi-public improvements required by Chapter 14 until such time as the lots are developed and may waive the requirements of this Chapter 14 for the posting of financial guarantees for the improvements prior to recording an approved plat. Deferral or waiver shall be made only upon finding that the improvements or guarantee is not needed to protect the interests of prospective purchasers of the lots created; to provide for the orderly development of other properties in the vicinity; or to protect the public health, safety, and welfare.
d. The Planning and Land Use Director may opt to refer an application to the Planning Commission for review and decision, either in response to public input received or on the Planning and Land Use Director's own initiative.

IV. Post-Decision Actions and Limitations

a. Recording

Final plats shall be recorded only by the City and the Planning and Land Use Director shall notify the applicant of the date of the recording. The recording of a plat does not imply the acceptance by the City of maintenance obligations for any public dedication shown on the plat.

b. Expiration

1. Approval of a final plat for a subdivision, including resubdivisions and any other administrative plat approved by the Planning and Land Use Director, shall expire three years after final action approving it unless the plat is filed for record with the county clerk. If the final plat approval expires, then the approval of the corresponding preliminary plat expires simultaneously.
2. All conditions of final plat approval shall be completed within three years of recording the plat unless a different schedule has been approved by the Planning Commission or an extension is applied for in writing and approved by the Planning Commission.

c. Extension

Plat approval may be extended as provided in Section 14-2.1B.5.VII.

d. Denial

If a final plat is denied, the applicant may resubmit an updated plat that complies with the standards and requirements of this LDC without the requirement to wait for 12 months from the date of denial.

e. Appeal

A final decision of the Planning and Land Use Director may be appealed to the Planning Commission within 30 days of the decision.

7. Subdivision Approval Criteria

See Section 14-2.1E.9, *Approval Criteria for All Subdivisions,* below.

8. Inheritance and Family Transfer Subdivision

I. Purpose

The purpose of this section is to support the continuation of traditional patterns of land transfer and division within families and to increase affordable housing within the family group. This section is intended to assist in the transfer of property from parents to children or grandchildren with only those restrictions that are essential to the health, safety, and welfare of the citizens of Santa Fe. There is no intention to promote the resale of such properties outside the family or to create favorable opportunities for developers. Standards for inheritance and family transfer subdivisions have been written to reflect traditional development.

II. Applicability
   a. A subdivision is created by inheritance if it is created by a will or order of court in probate proceedings for the purpose of transmitting property to heirs, but not for the purpose of sale or lease and not creating more than one lot per family member or violating the provisions of this section.
   b. A subdivision is created by family transfer if it is created by a parent or guardian for the purpose of transferring a lot or lots to their children, natural or adopted, or grandchildren, or it is created by a person who has performed the function of father, mother, grandfather or grandmother for the purpose of transferring a lot to a person for whom such person has performed that function; provided that the person proposing to create the subdivision and transfer the lot or lots files appropriate documentation of conveyance along with an affidavit with the County Clerk containing the following:
      1. A legal description of the property being transferred; and
      2. A statement that the transferor has not made any other transfers of any other lots to the person receiving it that would require the filing of an affidavit pursuant to this section.

III. Restrictions and Requirements
   a. Inheritance and family transfer subdivisions are allowed only in residential districts.
   b. In all cases, proof of a legal lot of record shall be required as part of the submission requirement.
   c. Any one person may receive only one lot total by family transfer.
   d. No sale or lease of any lot designated on a subdivision plat creating an inheritance or family transfer subdivision shall occur within three years of the date of the transfer.
   e. The plat shall show the name of each family member to whom a lot is being transferred. Before the final subdivision plat is filed, a copy of the instrument of transfer to the transferee or their authorized representative must be provided to the City. A construction permit shall not be issued to a person other than the transferee or their authorized representative within three years of the date of the transfer.
   f. If the property is transferred to a different family member acceptable under this section within three years, the plat and affidavit must be amended to reflect the different transferee.
   g. If an owner of a lot that was part of an inheritance or family transfer subdivision applies for a subdivision, residential development, PUD or other rezoning, then all the provisions of Chapter 14 shall apply with no special provision for the prior family transfer subdivision.

IV. Procedure

a. Applications for inheritance or family transfer subdivisions that create one additional lot shall follow the procedure described in Section 14-2.1E.6, *Administrative Approval Subdivisions.*
b. Applications for inheritance or family transfer subdivisions that create two or more additional lots shall be follow the procedure described in Section 14-2.1E.4, *Final Plat Procedure*.

V. Application Submittal and Acceptance
a. An application for approval of an inheritance or family transfer subdivision final plat shall be filed with the Planning and Land Use Director and shall consist of maps that show the proposed development layout and the related information and drawings specified by the Planning and Land Use Director.
b. Every final plat for an inheritance or family transfer subdivision shall contain the following legend prominently portrayed:
1. "NOTICE: This subdivision has been approved pursuant to the inheritance and family transfer provisions of the Santa Fe City Code. Procedures for inheritance and family transfer subdivision improvements are significantly different than for other types of subdivisions. No sale or lease of any lot designated on this subdivision plat shall occur within three years of the date this transfer is legally made. Any person intending to purchase a lot within this subdivision should contact the City of Santa Fe Planning and Land Use Director. Requests for construction permits on illegally sold lots shall be denied."

VI. Development Standards and Required Improvements
Proof of compliance with the following standards is required for the approval of an inheritance or family transfer subdivision:
a. Terrain Management Regulation
Compliance with terrain management regulation submissions as set forth in Section 14-8.2, *Terrain and Stormwater Management,* is required.
b. Design Standards
Subdivision design standards as set forth in Section14-6.5, *Street Improvement and Design Standards*, apply.
c. Required Improvements
Inheritance and family transfer subdivisions shall comply with the required improvements set forth in Section14-6.5, *Street Improvement and Design Standards*, along with all other applicable requirements of Article 14-6, *Infrastructure Design, Improvement, and Dedication Standards.*

d. Density and District Regulations

Inheritance and family transfer subdivisions are required to meet all applicable standards for use, density, building placement, height, open space, and parking, unless otherwise specifically exempt by this LDC.

VII. Post-Decision Actions and Limitations

a. Recording

Final plats shall be recorded only by the City and the Planning and Land Use Director shall notify the applicant of the date of the recording. The recording of a plat does not imply the acceptance by the City of maintenance obligations for any public dedication shown on the plat.

b. Expiration

1. Approval of a final plat for a subdivision, including resubdivisions and any other administrative plat approved by the Planning and Land Use Director, shall expire three years after final action approving it unless the plat is filed for record with the county clerk. If the final plat approval expires, then the approval of the corresponding preliminary plat expires simultaneously.
2. All conditions of final plat approval shall be completed within three years of recording the plat unless a different schedule has been approved by the Planning Commission or an extension is applied for in writing and approved by the Planning Commission.

c. Extension

Plat approval may be extended as provided in Section14-2.1B.5.VII.

d. Denial

If a final plat is denied, the applicant may resubmit an updated plat that complies with the standards and requirements of this LDC without the requirement to wait for 12 months from the date of denial.

e. Appeal

A final decision of the Planning and Land Use Director may be appealed to the Planning Commission within 30 days of the decision.

VIII. Subdivision Approval Criteria

See Section 14-2.1E.9, *Approval Criteria for All Subdivisions,* below.

9. Approval Criteria for All Subdivisions

I. All subdivision plats must meet the minimum standards for surveying in New Mexico and must comply with plat standards adopted by the Planning and Land Use Director.

II. In all subdivisions, due regard shall be shown for all natural features such as vegetation, water courses, historical sites and structures, and similar community assets that, if preserved, will add attractiveness and value to the area or to Santa Fe.

III. The Planning Commission shall give due regard to the opinions of public agencies and shall not approve the plat if it determines that in the best interest of the public health, safety, or welfare the land is not suitable for platting and development purposes of the kind proposed. Land subject to flooding and land deemed to be topographically unsuited for building, or for other reasons uninhabitable, shall not be platted for residential occupancy, nor for other uses that may increase danger to health, safety or welfare or aggravate erosion or flood hazard. Such land shall be set aside within the plat for uses that will not be endangered by periodic or occasional inundation or produce unsatisfactory living conditions. See also Section 14-8.3, *Flood Regulations*.

IV. All plats shall comply with the standards of Article 14-6, Infrastructure Design, Improvement, and Dedication Standards.

V. A plat shall not be approved that creates a nonconformity or increases the extent or degree of an existing nonconformity with the provisions of Chapter 14 unless a variance is approved concurrently with the plat.

VI. A plat shall not be approved that creates a nonconformity or increases the extent or degree of an existing nonconformity with applicable provisions of other Chapters of the Santa Fe City Code unless an exception is approved pursuant to the procedures provided in that Chapter 14 prior to approval of the plat.

F. Development Review Procedures

1. Certificate of Occupancy

I. Purpose

The purpose of a certificate of occupancy is to confirm that a building meets safety standards, adheres to approved plans, and satisfies zoning requirements. Issuance of a certificate of occupancy is required before a building may be occupied.

II. Applicability

a. The Planning and Land Use Director must issue a certificate of occupancy that certifies compliance with all provisions of Chapter 14 before any change in the use or occupancy of land or change of use or occupancy of a building or premises, or part thereof, is created, erected, changed, converted, or wholly or partially altered or enlarged in its use or structure, other than the change of residential occupants, or before any new building is occupied for any purpose.

b. The Planning and Land Use Director may require the renewal of certificates of occupancy on an annual or other appropriate basis.

c. The approval of certificates of occupancy shall be coordinated with the approval of permits or certificates required by other agencies, including:

1. When required by the provisions of Chapter 7, *Building and Housing,* the building official shall approve the certificate of occupancy prior to issuance; and
2. When required by the provisions of Chapter 12, *Fire Prevention and Protection*, the fire marshal or other code official shall approve the certificate of occupancy prior to issuance.

d. The Planning and Land Use Director shall maintain for at least 50 years a record of all certificates of occupancy issued.

III. Temporary Uses/Temporary Certificates of Occupancy

a. Temporary uses allowed by Chapter 14 may be approved by obtaining a temporary certificate of occupancy. Such certificates shall be obtained in the same manner as general certificates of occupancy.

b. The Planning and Land Use Director may issue a temporary certificate of occupancy for a use that is not intended to be temporary in the following circumstances:

1. The Planning and Land Use Director determines that it is impossible to fully comply with the provisions of Chapter 14 due to weather conditions or other factors beyond the control of the permittee; or
2. The certificate of occupancy is part of a phased development for which multiple permits are issued or for which one permit comprises multiple buildings or structures.

c. Temporary certificates of occupancy for uses that are not intended to be temporary shall comply with the following provisions:

1. The Planning and Land Use Director shall impose conditions that ensure compliance with the provisions of Chapter 14 and other applicable regulations that protect the public health, safety and welfare;
2. The certificate is subject to an enforceable agreement by the permittee and landowner that:

i. Does not rely on the actions of a person that is not a party to the agreement;
ii. Provides a schedule for meeting all provisions of Chapter 14 within a reasonable time;
iii. Provides a financial guarantee in a form acceptable to the Planning and Land Use Director for completion of all public or quasi-public improvements required by Chapter 14; and
iv. Provides for revocation of the certificate by the Planning and Land Use Director and termination of the approved occupancy by the permittee if the terms of the agreement are not complied with; and

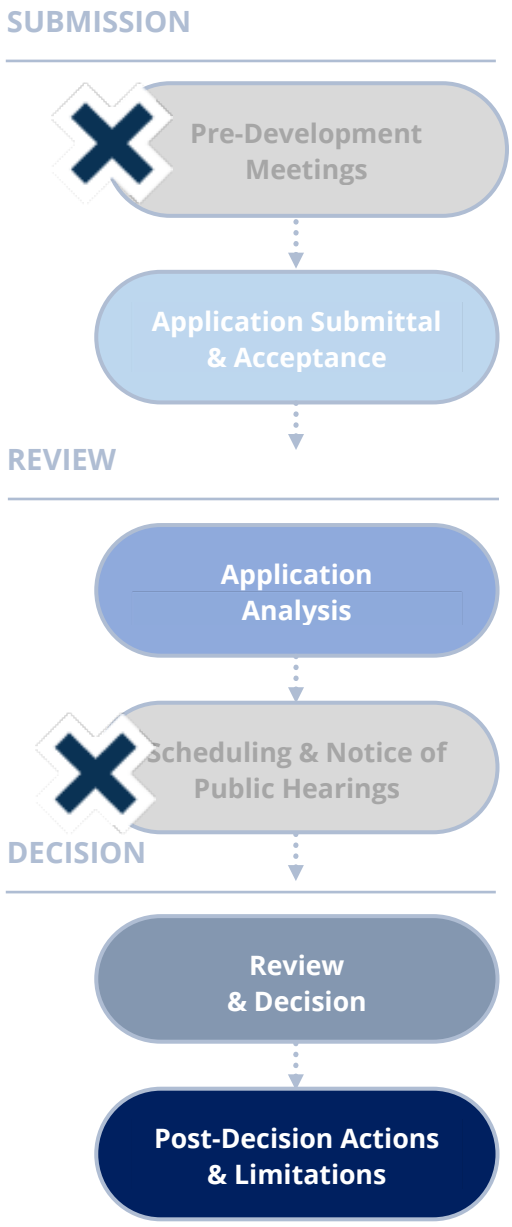


Figure 2.1-9: Certificate of Occupancy Procedure

v. The Planning and Land Use Director may approve a temporary certificate of occupancy for an initial period up to six months. The Planning and Land Use Director may approve extensions not to exceed an additional six months.

IV. Certificate of Occupancy Approval Procedure

a. Pre-Development Meetings

No pre-development meetings are required for a Certificate of Occupancy.

b. Application Submittal and Acceptance
The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2.

c. Application Analysis
The Land Use and Planning Department shall review the application to ensure compliance with all provisions of Chapter 14, and all other applicable regulations and ordinances.

d. Administrative Review and Approval
Administrative approval of a certificate of occupancy by the Planning and Land Use Department does not require public notice or a public hearing.

e. Post-Decisions Actions and Limitations
Post-decision actions and limitations in Section 14-2.1B.5 shall apply with the following modifications:

1. Expiration
A certificate of occupancy, once issued, does not expire.

2. Denial
If a certificate of occupancy is not granted, the developer shall remedy issues identified in the inspection as the basis for the denial, prior to scheduling a new inspection. Provided all identified issues have been adequately remedied and no new issues arise, the certificate will be granted.

3. Appeal
An applicant who is aggrieved by the denial of a request for a certificate of occupancy may file an appeal as described in Section 14-2.1B.5.IV.

2. Conditional Use Approval

I. Purpose

Conditional use approvals are intended to allow flexibility in providing for, regulating, or preventing specified uses within various districts as provided in Table 5-1: *Summary Table of Allowed Uses,* so they are compatible with existing or desired land use patterns. Conditional use approval is required for certain uses so that potential detrimental effects may be reduced or avoided and conflicts in land use may be prevented.

II. Applicability

When a use in Table 5-1: *Summary Table of Allowed Uses,* has a "C" in a cell, that indicates that the use may be established in the associated zoning district only if reviewed and approved as described in this procedure.

III. Conditional Use Approval Procedure

a. Pre-Development Meetings

An ENN meeting is required. See Section 14-2.1B.1.II.

b. Application Submittal and Acceptance

1. The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2.
2. The application shall indicate the section of Chapter 14 under which the conditional use approval is sought and state the grounds on which it is requested.

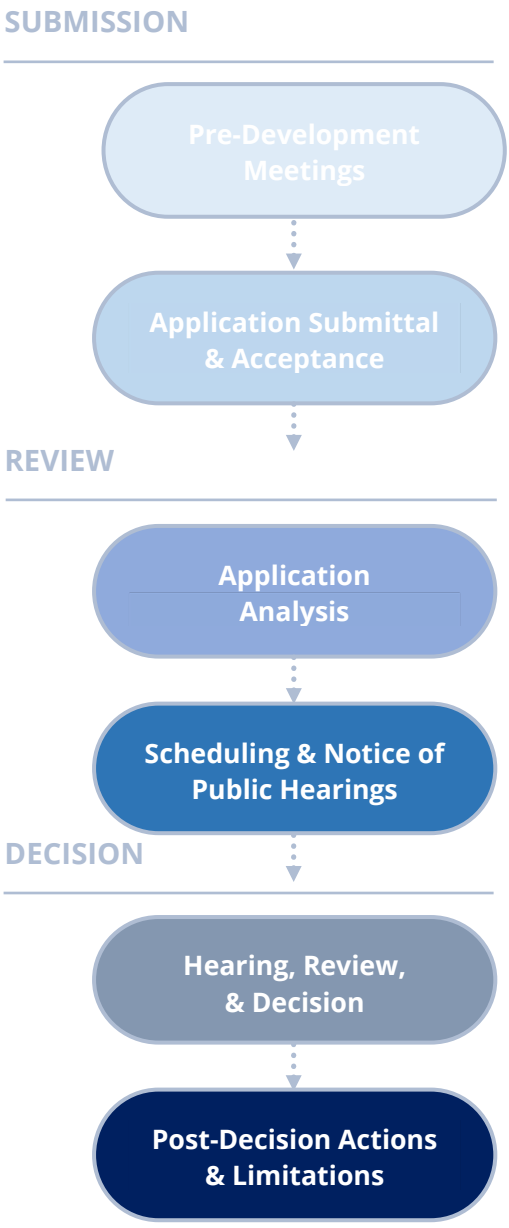


Figure 2.1-10: Conditional Use Approval Procedure

c. Application Analysis

The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1F.2.IV.

d. Scheduling and Notice of Public Hearing
The application shall be scheduled for public hearings before the Planning Commission or the Board of Adjustment and noticed pursuant to Section 14-2.1B.4.II.

e. Hearing, Review, and Decision
1. Site Plan Approval
Conditional use approvals shall include approval of a site plan and other site development drawings necessary to document that the type and extent of development proposed can be accomplished in conformance with applicable development standards.
2. Planning Commission or Board of Adjustment Review and Decision
At the public hearing, the land use board may review and approve, approve with conditions, or deny the application.

f. Post-Decisions Actions and Limitations
Post-decision actions and limitations in Section 5 shall apply with the following modifications:
1. Approval Limited
i. A conditional use approval is granted for a specific use and intensity.
i. Any request to change to a new or different use that requires a conditional use approval as designated in Table 5-1: *Summary Table of Allowed Uses,* requires a new application, review, and hearing.
ii. A new application, review, and hearing are also required for any significant expansion or intensification of an approved conditional use.
2. Expiration
i. Development associated with an approved conditional use that has not been initiated within three years from the date of the approval expires as provided in Section 14-2.1B.5.VI.*a.*
ii. If the use approved by the conditional use ceases for any reason for a period of 365 days or more, the conditional use approval shall expire except as provided for government uses in Section 14-1.13B.3.II.
3. Extension
Approval of the conditional use may be extended as provided in Section 14-2.1B.5.VII.
4. Denial
If a conditional use approval request is denied, no application with a proposed use that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial,

unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.

5. Appeal
   An applicant who is aggrieved by the denial of a request for conditional use approval may file an appeal as described in Section 14-2.1B.5.IV.

IV. Conditional Use Approval Criteria and Conditions

a. Necessary Findings
   To approve a conditional use request, a land use board shall make the following findings:
   1. That the land use board has the authority under the section of Chapter 14 described in the application to grant a conditional use approval;
   2. That granting the conditional use approval does not adversely affect the public interest, and
   3. That the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.

b. Conditions
   The land use board may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the General Plan, including:

1. Special yards or open spaces;
2. Fences, walls or landscape screening;
3. Provision for and arrangement of parking and vehicular and pedestrian circulation;
4. On-site or off-site street, sidewalk or utility improvements and maintenance agreements;
5. Noise generation or attenuation;
6. Dedication of rights-of-way or easements or access rights;
7. Arrangement of buildings and use areas on the site;
8. Special hazard reduction measures, such as slope planting;
9. Minimum site area;
10. Other conditions necessary to address unusual site conditions;
11. Limitations on the type, extent and intensity of uses and development allowed;
12. Maximum numbers of employees or occupants permitted;
13. Hours of operation;
14. Establishment of an expiration date, after which the use must cease at that site;
15. Establishment of a date for annual or other periodic review at a public hearing;
16. Plans for sustainable use of energy and recycling and solid waste disposal;
17. Any other appropriate conditions and safeguards, in conformity with Chapter 14 or provisions of other Chapter 14s of the Santa Fe City Code that regulate development and use of land; and
18. Conditions may not be imposed that restrict the use to a specific person or group.

3. Construction Permit

I. Purpose

The purpose of a construction permit is to authorize a project or development to begin construction. Issuing a construction permit verifies that the project or development as proposed has been reviewed and found to comply with building codes, safety regulations, and zoning regulations, in the interest of protecting public health and safety.

II. Applicability

a. A building or other structure that is regulated by Chapter 14 shall not be erected, moved, added to, or altered, nor shall other development activities described in this section occur, without a construction permit issued by the Planning and Land Use Director or building official. However, no construction permit shall be required for construction, alterations, or other development activities that are specifically exempted from permit requirements by the provisions of Chapter 14 or Chapter 7, *Building and Housing,* or by written policies adopted by the Planning and Land Use Director or the building official for specified minor repairs, minor construction, minor alterations, and minor development activities.

b. The Planning and Land Use Director shall not issue a construction permit except in conformity with the provisions of Chapter 14. When required by the provisions of Chapter 7, *Building and Housing,* the building official shall approve the construction permit prior to issuance. When required by the provisions of Chapter 12, *Fire Prevention and Protection,* the fire marshal or other code official shall approve the construction permit prior to issuance.

III. Combined Permits

The Planning and Land Use Director may require separate construction permits for multiple categories of development or may issue a combined construction permit for two or more categories of development.

IV. Compliance With Permit Requirements

a. No construction or other development for which a permit is required shall occur prior to obtaining the permit. All work shall comply with the provisions of the approved permit.

b. Construction permits issued on the basis of plans and applications approved by the Planning and Land Use Director or building official, and other officers or agencies where additional approval is required, authorize only the use, arrangement, location, and construction set forth in the approved plans and applications and no other use, arrangement, location, or construction. Any use, arrangement, location, or construction that is at variance with that authorized by the construction permit is a violation of Chapter 14 and is punishable as provided in Section 14-1.12, *Enforcement.*

V. Construction Permit Approval Procedure

a. Pre-Development Meetings
No pre-development meetings are required for a Construction Permit.

b. Application Submittal and Acceptance
The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2.

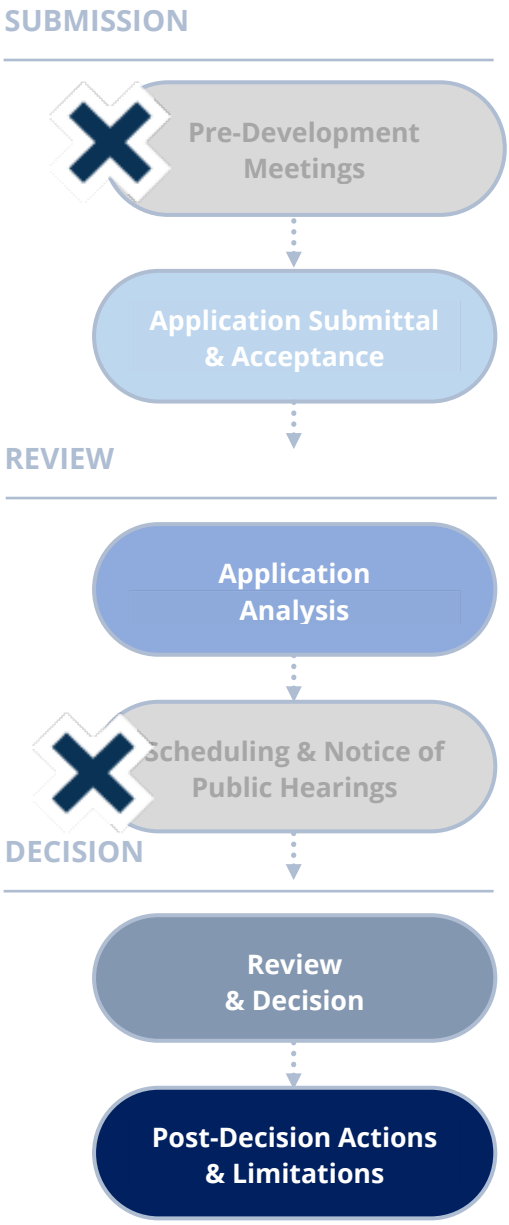


Figure 2.1-11: Construction Permit Procedure

c. Application Analysis
    1. All applications for construction permits pursuant to this section shall include plans and other documentation as required by the Planning and Land Use Director that show compliance with the applicable provisions of Chapter 14.
    2. The Land Use and Planning Department shall review the application to ensure compliance with all provisions of Chapter 14, and all other applicable regulations and ordinances.

d. Administrative Review and Approval
    1. Administrative approval of a certificate of occupancy by the Planning and Land Use Department does not require public notice or a public hearing.
    2. A construction permit shall not be approved until it is determined that the construction or other development activity authorized by the permit complies with all applicable provisions of Chapter 14 and applicable state and federal laws and regulations.
    3. The approval of construction permits by the Planning and Land Use Director or other City officials shall be coordinated with the approval of permits required by other agencies.
    4. The Planning and Land Use Director shall retain one approved set of plans in the City's records for not less than ten years, use one set of plans for inspections and enforcement and return one set of plans to the applicant after they are reviewed and approved.

e. Post-Decisions Actions and Limitations
    1. Amendments to Applications
    Any change from the approved site plans or floor plans shall first be approved by the Planning and Land Use Director and shall be submitted in writing and approved prior to commencement of any construction related to the proposed amendment.
    2. Posting of Construction Permits
    Within 24 hours after issuance of a construction permit, the applicant shall post the property for which the permit has been issued with posters obtained from the Planning and Land Use Director. One or more posters shall be prominently displayed, readable from each public and private road abutting the property, and securely placed on the property. If the property does not abut a public street or road, the Planning and Land Use Director shall require additional posters within nearby public streets or roads to provide effective notice to the public. Placement of the posters shall be in such a manner as not to compromise public safety. The posters shall remain in place until after the completion and final inspection of all work covered by the permit.

3. Expiration
   For expiration of construction permits see Section 7-1.6 SFCC 1987.
4. Extension and Renewal
   The Planning and Land Use Director may adopt procedures for the extension and renewal of construction permits consistent with the provisions of Section 7-1.6 SFCC 1987.
5. Record of Construction Permits
   The Planning and Land Use Director shall maintain a record of all construction permits, including the person to whom the permit is issued, the address, the date of issuance, the proposed use, the square footage of buildings constructed or altered and the type of construction. The record shall be retained in the City's records for not less than 50 years. Permit copies or summary records for secondary construction permits such as plumbing, mechanical and electrical permits shall be retained for not less than ten years.

VI. Construction Permits for Signs

a. Applicability

1. Construction Permit Required
   Construction permits are required for all signs displayed to be readable from off the premises, unless specifically exempted in this section. All signs shall comply with the requirements of Section 14-7.6, *Signs*.
2. Construction Permit Not Required
   A construction permit is not required for the following:
   i. Changing of the advertising copy or message on an approved painted or printed sign structure or on a marquee or similar approved sign, including the interchange of sign facings; provided that no portion of the size or color of the signor size or color of the lettering or background are changed; or
   ii. Changing the message or display of an electronic messaging sign;
   iii. Painting, cleaning and other normal maintenance and repair of a signor sign structure unless a structural change is made.

b. Permit Applications

New construction permit applications for signs shall contain:

1. The signature of the applicant;
    i. The name and address of the sign owner and sign erector;
    ii. Three scaled lined drawings showing the design and dimensions of the sign and standard sign structure; and
    iii. Three scaled lined drawings of the site plan or building façade indicating the proposed location of the sign and all other existing signs maintained on the premises and regulated by Chapter 14.

VII. Construction Permits for Grading and Drainage

a. Prior to the issuance of a construction permit for grading, all projects shall comply with applicable provisions of Section 14-8.2, *Terrain and Stormwater Management*, and may be subject to an archaeological review under Section 14-2.1G, *Archaeology and Historic Preservation Procedures.*

b. Minimum standards and submittal requirements for construction permits for grading are in Section 14-8.2D.

c. A construction permit for grading shall be required for grading that is not exempt under Section 14-8.2G, including:
    1. Work within an arroyo or drainageway that in the natural course of events may lead to changes in flow characteristics, including earthwork, construction of drainage devices or erosion control devices, removal of significant trees and modifications of arroyo or drainageway banks or bottom, in addition to state or federal permits that may be required;
        i. Grading and paving for driveways and roads;
        ii. Utility trenching for all commercial and public projects; and
        iii. Any of the following individual activities:
        iv. Removal of more than 25 percent of significant trees or grass coverage on a site; or
        v. Clearing and grading of more than 5,000 square feet.

d. A construction permit is not required for the following activities if mature landscaping and natural slopes 30 percent or greater are not disturbed:
    1. Removal, trimming or replacement of streambed vegetation that does not alter the channel shape or flow characteristics and does not require or result in mechanized earth moving;
        i. Refuse disposal sites controlled by other regulations;
        ii. Cemetery graves in approved cemeteries;
        iii. Excavation for wells;
        iv. Exploratory excavations under the direction of archaeologists, soil engineers. Engineering geologists or environmental engineers; and
        v. Grading that is exempt from the terrain and stormwater management standards provided in Section 14-8.2(B)(2).

VIII. Construction Permits for Landscaping and Utilities

A construction permit is required for the following development:

a. Work for which a landscape plan is required by Section 14-8.4, *Landscape and Site Design*; and
b. Site improvements, including private utilities that are subject to the provisions of Chapter 14 but for which a construction permit is not otherwise specifically required, as determined by the Planning and Land Use Director.

IX. Building Codes

For applicable building codes and additional requirements for construction permits, see Chapter 7, *Building and Housing.*

4. Development Plan

I. Purpose

The purpose of the development plan is to:

a. Enable the Planning and Land Use Director and the Planning Commission to verify compliance with Chapter 14;
b. Document compliance with final actions to approve or conditionally approve development applications; and
c. Provide the plans to be followed in construction operations, including phasing.

II. Applicability

A development plan typically encompasses development of one or more parcels under common ownership or unified control that will be planned and developed as a whole.

a. Administrative Review and Approval

Administrative approval of a development plan by the Planning and Land Use Director is required for:

1. Multi-unit dwelling development comprising three or more dwelling units with a gross floor area less than 10,000 square feet; and
2. Santa Fe Homes Program (SFHP) proposals, as described in Section 14-7.2F, *Santa Fe Homes Program (SFHP) Enhanced Affordability Incentives.*

b. Planning Commission Review and Approval

Planning Commission approval of a development plan is required for:

1. Certain districts as provided in Article 14-3, *Zoning Districts*, and Article 14-4, *Overlay Districts,* in conjunction with rezoning applications*;*
2. Gross floor area of 10,000 square feet or more in a residential district or in the C-1, C-2, C-4, BCD, HZ, I-1, I-2, BIP, PRRC, RS, SC or MU district, and with a property boundary within 200 feet of the boundary (including public rights-of-way) of any RR, R-1 through R-6, R-7, R-7-i, R-8, R-9, RC-5, RC-8, R-10, R-12, R-21, R-29, RAC, AC, PRC, and MH district;
3. Construction of any single-family dwelling that has a gross floor area greater than 10,000 square feet, including accessory buildings;
4. Flea market with 15 or more vendors;
5. Outdoor commercial recreational uses in any zoning district where the total area devoted to recreation and related pedestrian circulation and amenities, excluding parking and vehicular circulation areas, exceeds 15,000 square feet; provided that this provision does not apply to temporary carnivals, circuses, and similar short-term entertainment uses required to obtain a permit from the City;
6. Gross floor area of 30,000 square feet or more located within any zoning district of the City; or
7. Cumulative square footage of multiple permits that meets or exceeds the criteria in provisions 2 through 5 of this subsection (or a combination of those subsections) when the permits are for coordinated development of a project comprising multiple buildings or outdoor uses, including phased projects and projects involving development of adjoining commonly owned parcels.

c. Exceptions

A development plan is not required for the following projects:

1. The construction of single-family dwellings, each of which has a gross floor area of 10,000 square feet or less, including accessory buildings, on lots created prior to the effective date of Ordinance No. 1999-13 or on lots within a subdivision that was subject to early neighborhood notification procedures.

2. If the new or changed use or development described in subsections (B)(2) and (3) was part of a development plan approved as part of a rezoning or other action before the Governing Body or the Planning Commission, for which an early neighborhood notification meeting occurred as set forth in Section 14-2.1B.1.II.

III. Construction of qualifying projects within the Midtown LINC Overlay District, with the exceptions that:
   a. Approval of a development plan by the Planning and Land Use Director is required prior to, or concurrent with, the issuance of a construction permit for a qualifying project consisting of new building square footage totaling more than 10,000 square feet; and
   b. Early neighborhood notification is required pursuant to Section 14-2.1B.1.II prior to the issuance of a construction permit for a qualifying project consisting of a new building with floor area of 30,000 or more square feet.

IV. Santa Fe Homes Program developments that are pursuing affordability incentives pursuant to Section 14-7.2.

V. Development Plan Procedure
   a. Pre-Development Meetings
      An ENN meeting is required. See §14-2.1B.1.II.
   b. Application Submittal and Acceptance
      Applicants for developments that require development plans under this section shall submit plans and other documentation as required by the Planning and Land Use Director that show compliance with the applicable provisions of the Code as provided in Section 14-2.1B.2.II, *Form of Application,* including the following:

1. Existing conditions on the site and within 200 feet of the site;
2. Proposed modifications to the site, including the locations of existing and new structures, grading, landscaping, lighting, pedestrian and vehicular circulation, parking and loading facilities;
3. The types, extent and intensity of land uses that are proposed;
4. Proposed modifications to the infrastructure serving the site, including public and private streets, driveways and traffic control measures and utilities;
5. Documentation of compliance with development standards such as required yards, lot coverage, height of structures and open space;
6. The phases of development, if applicable;
7. For residential development, a proposal for provision of affordable housing as required by Section 14-7.2, *Santa Fe Homes Program (SFHP);*
8. A development water budget as required by Section 14-7.7;
9. For a development plan or final development plan, sufficient detail to clearly show how each applicable development standard is to be met and identify any variance or waiver required,
10. For a preliminary development plan, sufficient detail to demonstrate the feasibility of meeting all applicable development standards, including an analysis of the type and extent of variances or waivers required, specific requests for which may be included.

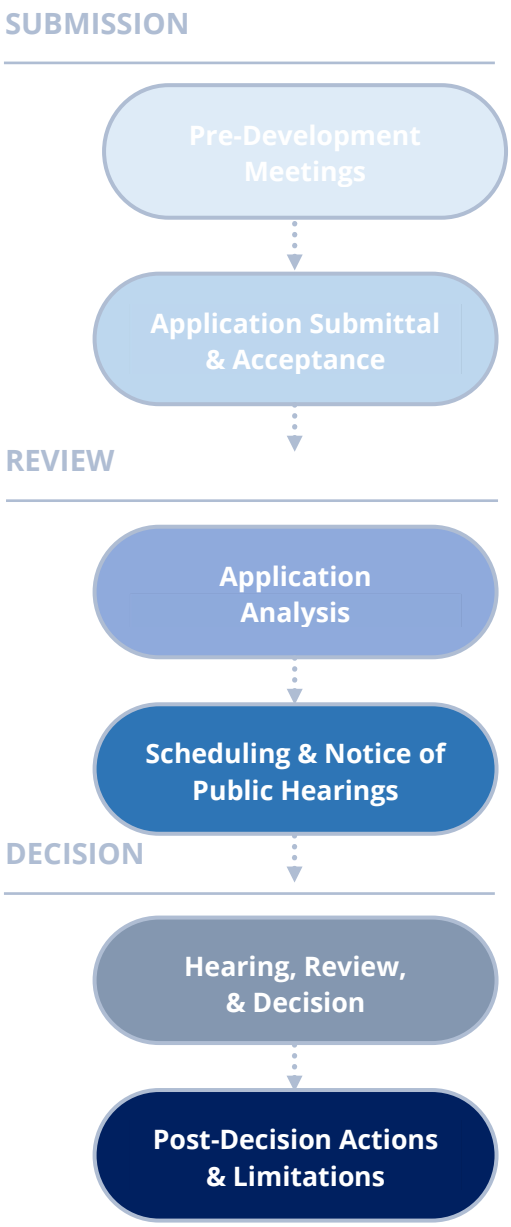


Figure 2.1-12: Development Plan Procedure

c. Coordination with Other Review Procedures

1. Development plans required for rezonings by Article 14-3 *Zoning Districts*, and Article 14-4, *Overlay Districts,* shall be reviewed by the Planning Commission at a public hearing with notice provided as required by Section 14-2.1B.4.II, and then transmitted to the Governing Body with any recommendations, as set forth in Section 14-2.1(D)(3**)**, *Rezoning.*
2. A conditional use approval or variance request associated with a development plan shall be reviewed concurrently and approved or denied by the Planning Commission.
3. Development plans for Santa Fe Homes Program development may receive administrative review and approval; however, standard procedures shall apply if there is an associated subdivision or other land use request that requires the review and approval of a land use board.
4. If review and approval of a development plan by the Planning Commission and the Governing Body is required in conjunction with a rezoning action, the applicant may submit a preliminary development plan for consideration at the time of rezoning. If the rezoning is approved, a separate application for a final development plan must be approved by the Planning Commission prior to development of the affected property.
5. If review and approval of a development plan by the Planning Commission only is required, the applicant may first submit an application for a preliminary development plan. If the preliminary development plan is approved, a separate application for final development plan approval by the Planning Commission must be approved prior to the development of the property.
6. If review and approval of a master plan by the Planning Commission and the Governing Body is required in conjunction with a rezoning action, and if approval of a development plan by the Planning Commission would be required for one or more phases, the applicant may either:
   i. Submit a development plan for the entire affected area for review and approval in lieu of a master plan; or
   ii. Submit a development plan for one or more portions of the affected area for review and approval concurrently with the master plan.
7. Action on a development plan by the Planning Commission must be taken at a public hearing with notice provided as required by Section 14-2.1B.4.II.

d. Application Analysis

The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1F.2.IV.

e. Scheduling and Notice of Public Hearing
   1. Administrative approval of a development plan by the Planning and Land Use Director for multi-unit dwelling development comprising three or more dwelling units with a gross floor area less than 10,000 square feet or for Santa Fe Homes Program proposals does not require an ENN meeting, public hearing, or public notice, and is not required to be filed for record with the county clerk.
   2. The application shall be scheduled for public hearing before the Planning Commission and noticed pursuant to Section 14-2.1B.4.II.

f. Hearing, Review, and Decision
   1. Planning and Land Use Director Review
      The Planning and Land Use Director shall review the development plan for conformity to this article.
      i. Where the review applies to a development plan that may be administratively approved, the Planning and Land Use Director shall approve, approve with conditions, or deny the development plan. If conditions are applied, or if the development plan is denied, the Planning and Land Use Director's written response shall explain the reasons for the conditions or the denials.

g. ii. Where the development plan must be reviewed and approved by the Planning Commission, the Planning and Land Use Director shall provide the Planning Commission with a written report of findings together with a recommendation that the development plan be approved, approved with conditions, or denied. A recommendation to conditionally approve shall contain the conditions and a recommendation for denial shall contain the reasons for that recommendation. Planning Commission Review and Decision
   The Planning Commission shall review the development plan and other materials submitted for conformity to this article, consider the Planning and Land Use Director report and recommendations and require any changes deemed advisable for compliance with the Code and the kind and extent of improvements to be made by the applicant to comply with the Code. Following this, at the public hearing the Planning Commission shall approve, approve with conditions, or deny the development plan.

h. Post-Decision Actions and Limitations

1. Recording of Plans; Infrastructure Construction
   i. The signed original mylars of the development plan and associated engineering and improvement drawings shall be filed with the Planning and Land Use Director and shall be the basis for issuance of construction permits. The development plan shall be filed for record with the county clerk by the Planning and Land Use Director.
   ii. If dedication of public rights-of-way or easements is required, a separate dedication plat shall be recorded concurrently with the development plan.
   iii. Infrastructure improvements shall comply with Article 14-6Infrastructure Design, Improvement, and Dedication Standards.
2. Scope of Amendments to Approved Development Plans
   i. The Planning and Land Use Director has the authority provided in Section 14-2.2H.3.II, *Minor Modifications to Development Approvals.*
   ii. The Planning Commission has the authority provided in Section 14-2.1B.5.V, *Amendment of Development Approval.*
3. Expiration of Final Development Plans
   Approval of a final development plan, or any development plan for which no preliminary development plan was required, shall expire three years after final action approving it unless actual development of the site or off-site improvements has begun and is continued pursuant to Section 14-2.1B.5.VI.b. If the final development plan approval expires, approval of any corresponding preliminary development plan expires simultaneously.
4. Extension
   Approval of the development plan may be extended as provided in Section 14-2.1B.5.VII.
5. Denial
   If a development plan is denied, no application that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.
6. Appeal
   An applicant who is aggrieved by the denial of a development plan may file an appeal as described in Section 14-2.1B.5.IV.

VI. Development Plan Approval Criteria and Conditions

a. Consistency with Master Plans and Preliminary Development Plans

1. Development plans must be consistent with applicable provisions of approved master plans as provided in Section 14-2.1F.5.II.c.
2. Final development plans within an area that is subject to an approved preliminary development plan must comply with the provisions of the previously approved preliminary plan unless it is amended or repealed. Final actions by the Governing Body, land use boards and the Planning and Land Use Director concerning rezonings, subdivisions, conditional use approvals, development plans and construction permits shall include a specific finding or determination that the action complies with all applicable provisions of the preliminary plan.

b. Necessary Findings

To approve a development plan, the Planning Commission must make the following findings:

1. That approving the development plan will not adversely affect the public interest; and
2. That the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.

c. Conditions

The Planning Commission may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the General Plan, including:

1. Special yards or open spaces;
2. Fences, walls or landscape screenings;
3. Provision and arrangement of parking and vehicular and pedestrian circulation;
4. On-site or off-site street, sidewalk or utility improvements and maintenance agreements;
5. Noise generation or attenuation;
6. Dedication of rights-of-way or easements or access rights;
7. Arrangement of buildings and use areas on the site;
8. Special hazard reduction measures, such as slope planting;
9. Minimum site area;
10. Other conditions necessary to address unusual site conditions;
11. Limitations on the type, extent and intensity of uses and development allowed;
12. Maximum numbers of employees or occupants permitted;
13. Hours of operation;
14. Phases of development, if applicable;
15. Establishment of an expiration date, after which the use must cease at that site;
16. Establishment of a date for annual or other period review at a public hearing;
17. Plans for sustainable use of energy, recycling and solid waste disposal;
18. Any other appropriate conditions and safeguards, in conformity with Chapter 14 or provisions of other Chapter 14s of the Santa Fe City code that regulate the development and use of land; and
19. Conditions may not be imposed that restrict the use to a specific person or group.

5. Master Plan

I. Purpose

The purpose of a master plan is to:

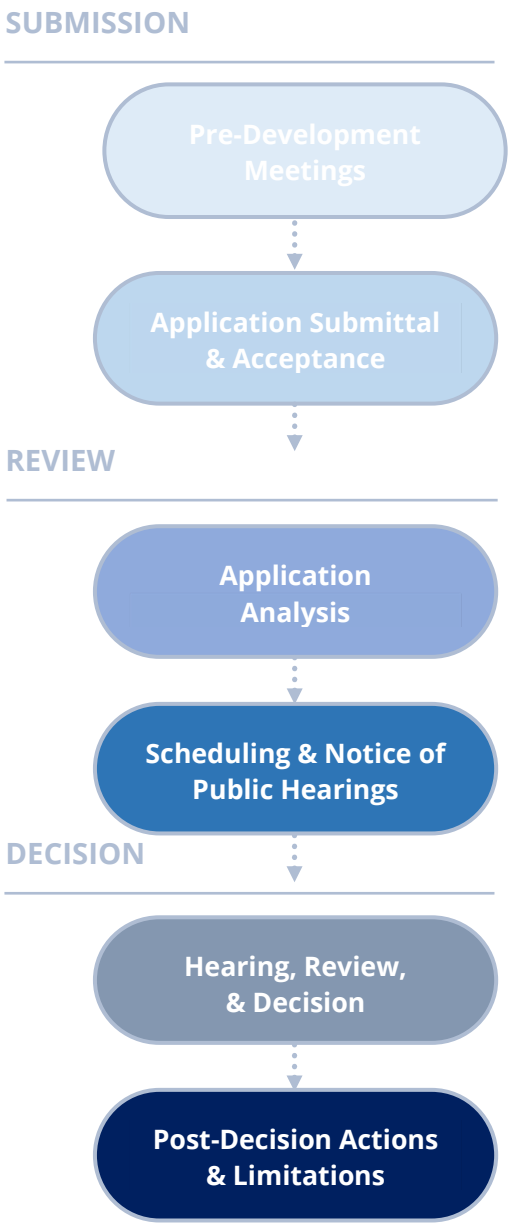


Figure 2.1-13: Master Plan Procedure

a. Provide a comprehensive plan that must be followed during the subsequent review and approval of development plans and subdivision plats for the master-planned area.
b. Enable the Governing Body, land use boards and Planning and Land Use Director to ensure compliance with Chapter 14;
c. Document compliance with final actions to approve or conditionally approve development applications;
d. Provide for comprehensive and coordinated planning for the development of land, often involving multiple phases occurring over a period of several years or more and may also involve multiple developers; and
e. Plan for the funding and phased construction of major public or private infrastructure improvements required to serve the planned development.

II. Applicability
a. A master plan is required in conjunction with rezoning applications in certain districts as provided in Article 14-3 *Zoning Districts*, and may be required in conjunction with specified annexation applications as provided in Section 14-2.1D.1, *Annexation.*
b. A development plan may be submitted in lieu of a master plan as provided in Section 14-2.1F.4.III.c.4.
c. All use and development of land within a master-planned area must comply with the provisions of the adopted master plan. Final actions by the Governing Body, land use boards and the Planning and Land Use Director concerning rezonings, subdivisions, conditional use approvals, development plans and construction permits shall include a specific finding or determination that the action complies with all applicable provisions of the master plan.

III. Master Plan Procedure
a. Pre-Development Meetings
An ENN meeting is required. See §14-2.1B.1.II.
b. Application Submittal and Acceptance
Applicants for developments that require master plans shall submit plans and other documentation as required by the Planning and Land Use Director that show compliance with the applicable provisions of Chapter 14 Form of Application, including plans that show:

1. Existing conditions on the site and within the vicinity;
2. Proposed modifications to the site, including the locations of existing and new structures, grading, landscaping, lighting, pedestrian and vehicular circulation, parking and loading facilities;
3. Proposed changes to the zoning of land within the master plan area and the types, extent and intensity of land uses that are proposed;
4. The proposed boundaries of tracts comprising the various land use areas and development phases,
5. Proposed modifications to the infrastructure serving the site, including locations of utilities and public and private streets and driveways and traffic control measures;
6. Phases of development, if applicable,
7. If public or private infrastructure is proposed to be constructed in phases, a plan for the timing, financing and responsibility for infrastructure construction;
8. For residential development, a proposal for provision of affordable housing as required by Section 14-7.2, *Santa Fe Homes Program (SFHP)*;
9. A development water budget as required by Section 14-7.7*Development Water Budgets;* and
10. For master plans involving five or more acres of land, the Planning and Land Use Director may require an analysis of the fiscal impact to the City of providing utility and other municipal services to the area.

c. Special Development Standards and Design Guidelines
   1. Approval of the master plan may include approval of special development standards or design guidelines to be applied within the master plan area when such regulations are necessary to implement specific goals of the master plan.
   2. Special standards and guidelines must be approved as part of the master plan.
   3. Special standards and guidelines are normally more restrictive than the general standards contained in Chapter 14. All aspects of land use and development within a master planned area that are not addressed by a special guideline or standard are subject to the general standards of Chapter 14.

d. PRC and PRRC Master Plans
   1. The master plan must include a designation of the maximum density allowed for each tract designated for use. Unless special standards are adopted, development standards for each tract shall be those specified for the corresponding zone district.

2. The master plan must include a designation of the type of use and extent of development allowed for each tract designated for nonresidential or mixed-uses. In addition to nonresidential uses allowed in residential districts, such as schools and religious assembly, the development may include:
   i. Neighborhood shopping centers intended primarily to serve development within the PRC district and immediate vicinity as provided in Section 14-3.4E, *Planned Shopping Center Districts*;
   ii. Not more than 35 percent of a planned residential community may be designated for development with mixed-uses consistent with the standards for the MU district; and
   iii. Within the PRRC district, neighborhood centers as provided in Item (i) above, resort accommodations and resort-related commercial services.
3. Unless special standards are adopted, the provisions of Article 14-5, *Use Regulations,* apply within the PRC and PRRC districts.

e. Application Analysis
The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1F.2.IV.

f. Scheduling and Notice of Public Hearings
1. Notice and Action by Planning Commission
Action by the Planning Commission to recommend approval of a master plan, or to approve an amendment as provided in Section 14-2.1B.5.V.b, *Master Plans in the MU and BIP Districts,* must be taken at a public hearing with notice provided as required by Section 14-2.1B.4.II.
2. Notice and Action by Governing Body
Action by the Governing Body to approve or amend a master plan must be taken at a public hearing with notice provided as required by Section 14-2.1B.4.II.

g. Hearing, Review, and Decision
1. Planning Commission Review and Recommendation
The Planning Commission shall review the master plan and other materials submitted for conformity to this article, consider the Planning and Land Use Director report and recommendations, and propose any conditions of approval for the application. Following this, at the public hearing the Planning Commission shall approve, approve with conditions, or deny the master plan.

2. The Planning Commission shall then transmit the application to the Governing Body, together with a recommendation based on the approval criteria set forth in Section 14-2.1F.5.IV regarding approval, approval with conditions, or denial.
3. Governing Body Review and Decision
   The Governing Body shall hold a public hearing on the master plan, to review the Planning and Land Use Director report, the recommendation of the Planning Commission, and any evidence obtained at the public hearing. The Governing Body shall then take final action to approve, approve with conditions, or deny the master plan.

h. Post-Decision Actions and Limitations
   1. Expiration
      Approval of a master plan shall expire five years after all applicable appeal periods, and any appeals of the final action approving it unless:
      i. Approval is granted for a development plan or subdivision plat within the master plan boundaries; or
      ii. Actual development of the site or off-site improvements is begun and is continued pursuant to Section 14-2.1B.5.VI.b.
   2. Extension
      Approval of the master plan may be extended as provided in Section 14-2.1B.5.VII.
   3. Denial
      If a master plan is denied, no application that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.
   4. Appeal
      An applicant who is aggrieved by the denial of a master plan may file an appeal as described in Section 14-2.1.B.5.IV(5)(IV).

IV. Master Plan Approval Criteria and Conditions
   a. Necessary Findings
      Approval or amendment of a master plan requires the following findings:

1. The master plan is consistent with the General Plan;
2. The master plan is consistent with the purpose and intent of the zoning districts that apply to, or will apply to, the master plan area, and with the applicable use regulations and development standards of those districts;
3. Development of the master plan area will contribute to the coordinated and efficient development of the community; and
4. The existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the planned development.

b. Conditions

Approval of the master plan may specify conditions of approval that are necessary to ensure compliance with the provisions of Chapter 14 and implement the policies of the General Plan, including:

1. Requirements for construction and funding of private or public infrastructure, including utilities, municipal buildings, roads, parks and trails;
2. Provisions for the use and protection of areas of special hazards or environmental sensitivity;
3. Modifications to the proposed plan, including changes to the boundaries of land use tracts, patterns of land uses, infrastructure plans, phasing plans and special development standards and guidelines.

6. Residential Condominium Declarations

I. Purpose

The purpose of the residential condominium declaration section is to confirm that a proposed or amended condominium declaration complies with the zoning density requirements of this Chapter 14.

II. Applicability

The provisions of this section apply to residential condominium declarations recorded on or after May 30, 2012, that create a condominium or that amend an existing condominium declaration to change the number of condominium units or reserved development rights.

III. Residential Condominium Procedure

a. Application Submittal

Prior to the recordation of a condominium declaration, the declarant shall submit information to the Planning and Land Use Director sufficient to determine whether the proposed or amended condominium declaration complies with the zoning density requirements of this Chapter.

b. Application Analysis

The Planning and Land Use Director shall determine the sufficiency of the information submitted.

c. Administrative Review and Decision

If the proposed or amended condominium declaration complies with the zoning density requirements of this Chapter 14, the Planning and Land Use Director shall issue a written confirmation to the condominium declarant for inclusion in the contents of the condominium declaration as required

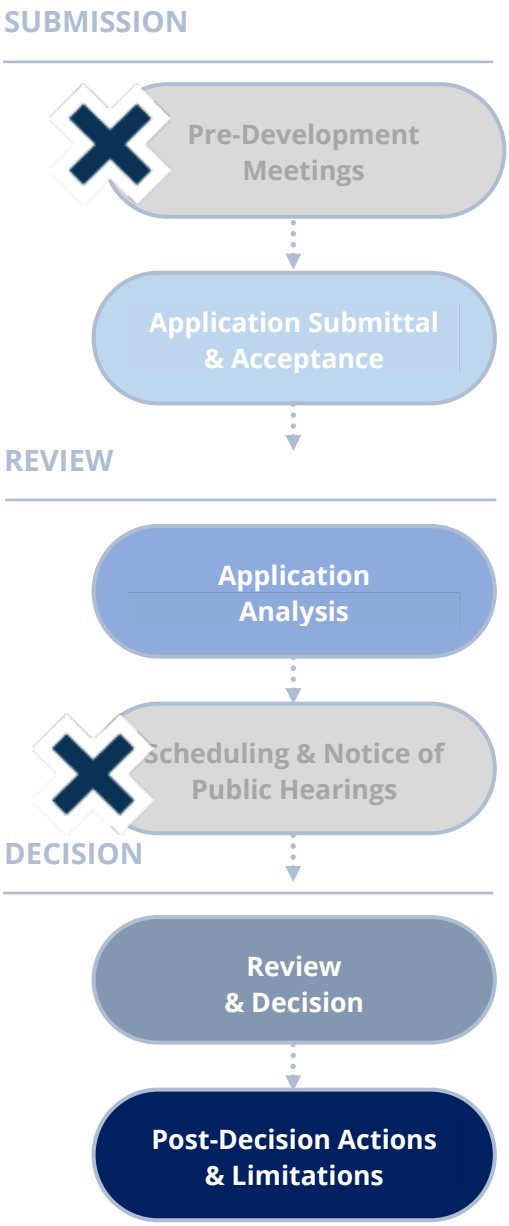


Figure 2.1-14: Residential Condominium Procedure

by 47-7B-5 NMSA 1978. The Planning and Land Use Director shall maintain copies of written confirmations issued pursuant to this section.

IV. Existing Residential Condominiums

a. A condominium (including constructed condominium units and unconstructed condominium units in the form of reserved development rights) is in conformance with the zoning density requirements of Chapter 14 when:
   1. The condominium meets the zoning density requirements of Chapter 14; or
   2. The condominium met the zoning density requirements of Chapter 14 when the most recent condominium declarations were recorded.

b. A condominium (including constructed condominium units and unconstructed condominium units in the form of reserved development rights) is subject to the provisions of Section 14-1.13F, *Nonconforming Residential Condominiums,* if the condominium declarations were recorded prior to May 30, 2012, and:
   1. The condominium does not meet the zoning density requirements of Chapter 14; and
   2. The condominium did not meet the zoning density requirements of Chapter 14 when the most recent condominium declarations were recorded.

7. Utility Conformity Review

I. Purpose

Pursuant to Section 3-19-11 NMSA 1978, the Planning Commission shall conduct utility conformity reviews of electrical facilities when administrative approval is not provided as described in "Applicability", below.

II. Applicability

Utility conformity review is required when administrative approval is not permitted, as described in:

a. Section 14-5.3I.1, Electric Facilities;
b. Section 14-5.3I.2, *Underground Electric and Cable Utility Lines*
c. Section 14-5.3I.3, Telecommunication Facilities.

III. Utility Conformity Review Procedure

a. Pre-Development Meetings

An ENN meeting is required. See §14-2.1B.1.II.

b. Application Submittal and Acceptance

The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2.

c. Application Analysis

See Section 14-5.3I for information on when an application is required for utility review.

d. Scheduling and Notice of Public Hearing

1. Administrative Approvals

Fifteen days prior to the submittal of an application to the Planning and Land Use Director, the utility service provider shall provide notification by first class mail with mailing certificate, proof of which is to be included with the application, to all property owners within 200 feet of the subject

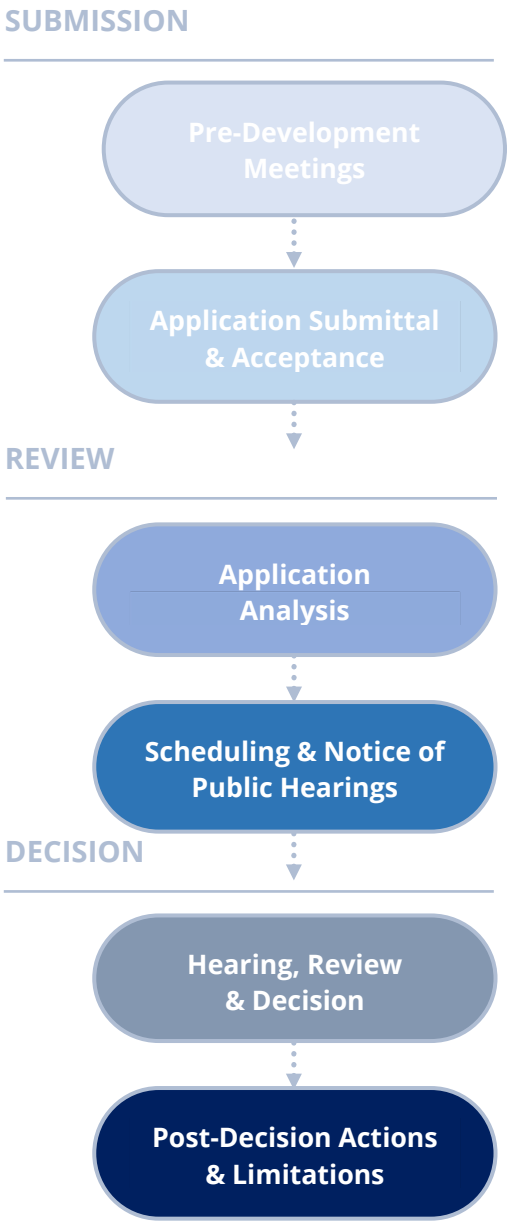


Figure 2.1-15: Utility Conformity Review Procedure

property, exclusive of right-of-way. If the property proposed to be used lies within the boundaries of a neighborhood association that has been listed with the Land Use Director, notice also shall be provided to the neighborhood association.

2. Planning Commission Approval
   For applications requiring Planning Commission approval, the electric service provider shall comply with the provisions of Section 14-2.1B.1.II, *Early Neighborhood Notification Meetings,* and 14-2.1B.4.II, *Notice Requirements.*

e. Post-Decision Actions and Limitations
   1. Appeals
      i. Final actions of the Land Use Director may be appealed pursuant to Section 14-2.1.B.5.IV, *Appeal.*
      ii. For appeals to the Planning Commission, notice shall be given as provided in Section 14-2.1B.4.II.

G. Archaeology and Historic Preservation Procedures

1. Archaeological Clearance Permit

I. Purpose

The purpose of a Archaeological Clearance Permit (ACP) process is to preserve Santa Fe's valuable archaeological resources by providing the means for identifying sites and mitigating adverse effects of development.

II. Applicability

III. Archaeological clearance permits are required as described in Section 14-4.2 for the Historic Downtown Archaeological Review District, River and Trails Archaeological Review District, and the Suburban Archaeological Review District.

IV. Archaeological Clearance Permit Procedures

Provisions a through c below apply to ACP requests in all districts.

a. Pre-Application Conference

A pre-application conference, as described Section 14-2.1(B(1)(I), is required.

b. Initiation of Construction Permit

Application for an archaeological clearance permit is considered to be initiation of application for a construction permit.

c. Scheduling of Hearings and Notice
The Archaeological Review Committee shall make all determinations at a public hearing. The applicant shall be notified, and staff shall post the preliminary Committee agenda at City Hall at least seven days in advance of the meeting.

d. Procedures for Historic Downtown District
The applicant shall meet the following procedures before an archaeological clearance permit is issued for projects in the historic downtown archaeological review districts:

1. Reconnaissance
Reconnaissance shall be completed by an archaeologist, hired by the applicant, meeting the professional qualifications set forth in Section 14-2.2G.5. Reconnaissance requiring archaeology dealing with historic period sites shall be completed by person qualified as a historical archaeologist and as a historian. As a minimum, the reconnaissance shall consist of:

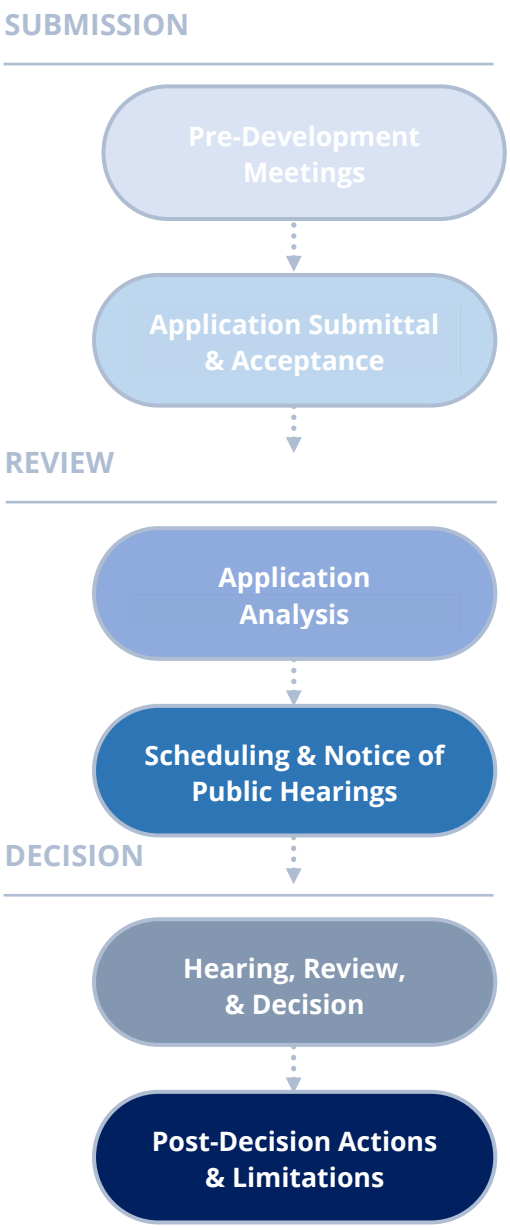


Figure 2.1-16: Archeological Clearance Permit Procedure

i. Archival research and analysis of land titles, historic maps, the archaeological records management systems (ARMS) files of the state of New Mexico, and other existing data;
ii. Visual examination of the property for evidence of archaeological features, artifacts or culturally altered landscapes at least 75 years old. A sample of surface artifacts shall be recovered; and
iii. Test excavations encompassing a minimum of two percent of the total lot area. At least 18 square feet shall be dug by hand after which further excavations may be made by mechanical equipment. Excavations shall proceed to a depth where no archaeological features or artifacts are encountered, or until the maximum depth to which excavations can be safely made.

2. Reconnaissance Report
   Upon the completion of the reconnaissance, a reconnaissance report shall be submitted by the applicant to the Archaeological Review Committee containing materials prepared to the specifications of the Committee.
3. Review and Decision by Committee
   At a hearing the Committee shall review the applicant's reconnaissance report and vote to approve or deny the recommended significance status and if required, the recommended treatment of archaeological resources. The determination made by the Committee for treatment shall be a condition of approval for the archaeological clearance permit and the building or grading permit.
   i. If the project site is determined by the Committee not to be significant, then no further treatment is required, and an archaeological clearance permit shall be issued.
   ii. If the project site is determined by the Committee to be significant and the Committee determines that the data potential of the site is exhausted because a sufficient sample has been taken and no subsurface cultural remains exist, then no further treatment is required, and an archaeological clearance permit shall be issued.
4. Treatment
   If the project site is determined by the committee to be significant and to contain further potential data, then the recommended treatment shall be reviewed and shall include the following procedures:

i. If additional surface remains exist, then additional collections shall be made; and/or
ii. If subsurface cultural remains do exist then the test pits shall be expanded, artifacts shall be collected, and an excavation shall be made of archaeological features such as hearths, living surfaces, or other non-portable cultural remains. In addition, further archival research shall be conducted concerning human occupation and the land use of the project site; or
iii. The site shall either be treated as a public or private open space or shall be treated in such a way that no subsurface disturbance takes place. The procedure is intended as an alternate to paragraph (ii) above. The choice of alternatives is made by the applicant. The committee may recommend but not require that one alternative rather than another be chosen.
iv. Following implementation of the treatment plan, a treatment report is required containing a description of the collection, excavation, research, and other procedures, and a summary of the findings. The report shall be submitted by the applicant to and approved by the committee before an archaeological clearance permit is issued. A final report is due within one year of the date of the issuance of the clearance permit. Upon request of the archaeologist, the committee may grant a one-year's extension.
v. A mapped and written record shall be kept by City staff of all surveyed areas and test excavations.

5. Maximum Funding Limit
In the historic downtown archaeological review districts, in no case shall the applicant be required to spend more than one percent of the valuation of the property shown on the construction permit in providing reports and other information requested by the Archaeological Review Committee.

6. Maximum Time for Excavations and for Excavation of Significant Sites
In the historic downtown archaeological review district, in no case shall the archaeologist be required to spend more than 15 eight-hour equivalent days in carrying out test excavations, or an additional 20 eight-hour equivalent days in carrying out additional excavation of significant sites.

e. Procedures for River and Trails Area, Suburban Area, and Utility Mains
The following procedures shall be met before an archaeological clearance permit is issued to an applicant in the archaeological review districts for the river and trails district, the suburban district, or a utility main.

1. Reconnaissance
   Reconnaissance shall be completed by an archaeologist, hired by the applicant, meeting the professional qualifications set forth in the Archaeological Review Districts Ordinance. Reconnaissance requiring archaeology dealing with historic period sites shall be completed by a person qualified as a historical archaeologist and as a historian. The reconnaissance shall consist of:
   i. Archival research and analysis of land titles, historic maps, ARMS files and other existing data; and
   ii. Visual examination of the property for evidence of archaeological features, artifacts, or culturally altered landscapes at least 75 years old. Linear transects at intervals not exceeding 25 feet shall be walked. If a sample of surface artifacts is recovered during reconnaissance, then the archaeologist in charge of the reconnaissance shall inform the property owner of the desirability of permanently storing the artifacts in a statewide repository such as the museum of New Mexico.
2. Reconnaissance Report
   Upon the completion of the reconnaissance, a reconnaissance report shall be submitted by the applicant to the Archaeological Review Committee containing materials prepared to the specifications of the Committee.
3. Committee Review and Decision
   The Committee shall review the reconnaissance report and vote to approve or deny recommended significance status on an archaeological site by site basis and, if required, the recommended treatment of archaeological resources. The Committee's determination for treatment shall be a condition of approval for the archaeological clearance permits. Treatment shall be completed before approval by the Planning Commission of the final development plan or plat. For phased projects, treatment shall be completed before approval of the final development plan or plat for the phase in question.

4. Treatment
   i. No further treatment is required if the archaeological site is determined by the Committee not to be significant, and an archaeological clearance permit shall be issued.
   ii. If the archaeological site is determined by the Committee to be significant and to contain potential data, then the recommended treatment shall be reviewed and shall meet the following:
      (a) A sample of surface artifacts shall be collected; and
      (b) If there is reason to believe that subsurface remains do exist, then test excavations shall take place. At least eighteen (18) square feet shall be dug by hand, after which further excavations may be made using mechanical equipment. Excavations shall proceed to a depth where no archaeological features or artifacts are encountered, or until the maximum depth to which excavation can be safely extended.
      (c) In addition, further archival research shall be conducted concerning human occupation and the land use of the site; or
      (d) Surface artifacts shall be collected and documented. The site shall alternatively be treated as a public or private open space, park or greenbelt or shall be treated in such a manner that no subsurface disturbance takes place. The choice of alternatives is made by the applicant. The committee may recommend but not require that one alternative rather than another be chosen.
   iii. Following implementation of the treatment plan, a treatment report is required containing a description of the collection, excavation, research, and other procedures, and a summary of the findings. The report shall be submitted to and approved by the committee before an archaeological clearance permit is issued and before approval of the final development plan by the Planning Commission. A final report is due within one year of the date of the issuance of the clearance permit. Upon the request of the archaeologist, the committee may grant a one-year's extension.
   iv. A map and written record shall be kept by City staff of all surveyed areas and test excavations.
5. River and Trails and Suburban Area: Funding Limit
   i. In the river and trails area, in no case shall the applicant be required to spend more than $3,000 dollars plus $100 per acre for the treatment of an archaeological site.
   ii. In the suburban area, in no case shall the applicant be required to spend more than $4,000 plus $100 per acre for the treatment of an archaeological site.

iii. The definition of treatment of an archaeological site is as set forth in this Chapter 14. The procedures for treatment are set forth in Section 14-2.1G.1.III.e.4.
iv. The dollar amounts of the cost ceiling shall be reviewed on an annual basis and updated for cost-of-living increases.

f. Procedures for Santa Fe Trail
1. The tracks of the Santa Fe Trail are shown on the map located in the Planning and Land Use Department and incorporated herein by reference.
2. For development within such an area as set forth by Section 14-2.1G.1.III.e.1, the applicant is required to submit a reconnaissance report which identifies on an aerial map of at least a scale of one-inch equals 400 feet the precise location of the tracks, and which recommends measures for the on-site preservation of the tracks. The committee shall approve the reconnaissance report before the issuance of an archaeological clearance permit.
3. In no case shall the tracks of the Santa Fe Trail be disturbed by the development, except upon the approval of the Archaeological Review Committee. Criteria for approval by the Committee for allowing disturbance of the tracks shall be as follows:
i. The tracks have been mapped and photographed and such information has been provided to City staff; and
ii. The portion of the tracks to be disturbed is ten percent or less of the total square footage of tracks on the applicant's site; or
iii. The square footage of the tracks constitutes more than 60 percent of the total square footage of the lot and preservation of all of the tracks would constitute a "taking" of the lot.

g. Appeals
Any aggrieved person may appeal a final action of the Archaeological Review Committee to the Governing Body pursuant to Section 14-2.1.B.5.IV.

V. Other General Provisions
a. Ownership of Artifacts
All artifacts discovered as a result of a reconnaissance or further treatment, with the exception of human remains, are the property of the property owner. Property owners are encouraged to donate artifacts to the museum of New Mexico or a similar repository.

b. Human Remains
If human remains are discovered, compliance with Section 18-6-11.2 NMSA 1978 is required in addition to the requirements of this section.

i. Persons making the discovery shall contact the City police department and the City Planning and Land Use Department to ensure compliance with all applicable local, state, and federal laws.
ii. If the human remains are determined to be prehistoric, or from the historical period and older than seventy-five years, then the site is considered to be significant. For significant sites, the ARC must approve a treatment plan and report for the remains that meets the requirements of this section.
iii. Any treatment plan dealing with human remains shall include consideration of local Native American or other religious concerns, if applicable.

2. If the remains represent an unplatted cemetery from the historical period, they may not be disturbed unless a district court order is granted authorizing their removal in conformance with Section 30-12-12 NMSA 1978 as amended.

c. Unexpected Discoveries

1. Any cultural remains that are discovered during construction activities shall be reported to City staff. Construction activities shall immediately cease within the area of the discovery for a maximum of 24 hours from time of discovery. Sunday hours may not be included in the 24-hour time period. No construction activity shall continue that in any way endangers the cultural remains. Every effort should be made by the City to prevent unnecessary construction delays. Designated City staff and one archaeologist from the Archaeological Review Committee shall visit the site and shall determine the archaeological significance and the data potential of the site. If the site is determined to be significant and to have data potential, then:
   i. Designated City staff and one archaeologist from the Archaeological Review Committee shall determine a buffer area in which construction activities shall temporarily cease; and
   ii. The property owner shall present a treatment plan to the committee for their approval. The treatment plan shall meet applicable requirements of the archaeological district in which the discovery is located pursuant to Sections 18-6-11 and 18-6-11.1 NMSA 1978 as amended.
2. Failure to report such finds can result in a suspension of construction permits.
3. If human remains are discovered:
   i. Persons making the discovery shall contact the City police department d the City Planning and Land Use Department.
   ii. The New Mexico Office of the Medical Investigator determines if it has jurisdiction.

iii. If the remains are determined to be 75 years old or older, consultation with the Archaeological Review Committee shall be undertaken to identify an appropriate treatment plan.
iv. The treatment plan and all treatment activities shall be performed by an archaeologist with a State of New Mexico Permit to Excavate Unmarked Human Burials and shall conform with standards outlined in the New Mexico Cultural Properties Act.
v. The treatment plan shall indicate consideration of local Native American or other religious concerns, if applicable.
vi. If the remains represent an unplatted cemetery, they may not be disturbed unless a district court order is granted authorizing their removal in conformance with Section 30-12-12 NMSA 1978 as amended.

d. Emergency Actions

Nothing in this section shall be construed as preventing or delaying emergency actions as needed to protect human health or wellbeing, or public or private property. However, if cultural remains are uncovered or disturbed as a consequence of such emergency actions, the disturbed remains will be treated as unexpected discoveries in accordance with Section 14-2.1G.1.IV.c once a state of emergency has ceased to exist.

e. Archaeological Fund and Projects
   1. For the purpose of this section, Citywide significance means:
      i. An outstanding example of a certain category of site or of a type not adequately documented;
      ii. A site associated with a person or event of special historical significance to Santa Fe; or
      iii. A project that contributed to the body of knowledge or archaeological or historical matters.
   2. An archaeological fund shall be established to receive revenue from construction permits, the general fund, and other sources.
   3. The Archaeological Review Committee may recommend expenditure of money from this fund for the following projects:
      i. Additional analysis or other treatment of a site or an unexpected discovery of citywide significance when the funding limit for treatment of a site as set forth in this section has been reached;
      ii. Analysis of artifacts from a site of Citywide significance collected prior to adoption of the Archaeological Review Districts Ordinance; or
      iii. Archaeological surveys or studies of a Citywide scope.

VI. Approval Criteria / Archaeological Significance

Sites identified as significant shall be those that have yielded or may be likely to yield information that is important in the study of prehistory or history. These shall be sites that have:

a. Cultural remains ; and
b. Cultural remains that are directly associated with events or developments that have made an important contribution to local history or prehistory; or
c. Cultural remains that are directly associated with the lives of persons significant in local history; or
d. Areas where a high frequency, density, diversity, or a substantial number of prehistoric cultural remains are present; or
e. Areas with cultural remains known to rarely occur in the Santa Fe area; or
f. Human remains over 75 years old.

2. Creating New Historic Overlay Districts

I. Purpose

The purpose of the creation of a new historic overlay district is to allow for the recognition and delineation of defined areas of the city so that these areas may be preserved. Historic overlay districts shall be areas of historical, architectural, cultural, or special aesthetic interest.

II. Applicability

This procedure shall apply when the Governing Body on its own motion, on recommendation of the Historic Districts Review Board, or in response to petition, wishes to designate an area as an historic district.

III. Procedure for the Creation of a New Historic Overlay District

The procedure for establishing a new historic overlay district shall be that prescribed for other rezonings, as described in Section 14-2.1D.3, but shall also comply with this section.

a. Pre-Application Conference

A pre-application conference, as described Section 14-2.1B.1.I, is required.

b. Application Submittal and Acceptance

Any petition for designation of a historic district shall be accompanied by an application supporting materials, and any other information requested by the Historic Districts Review Board.

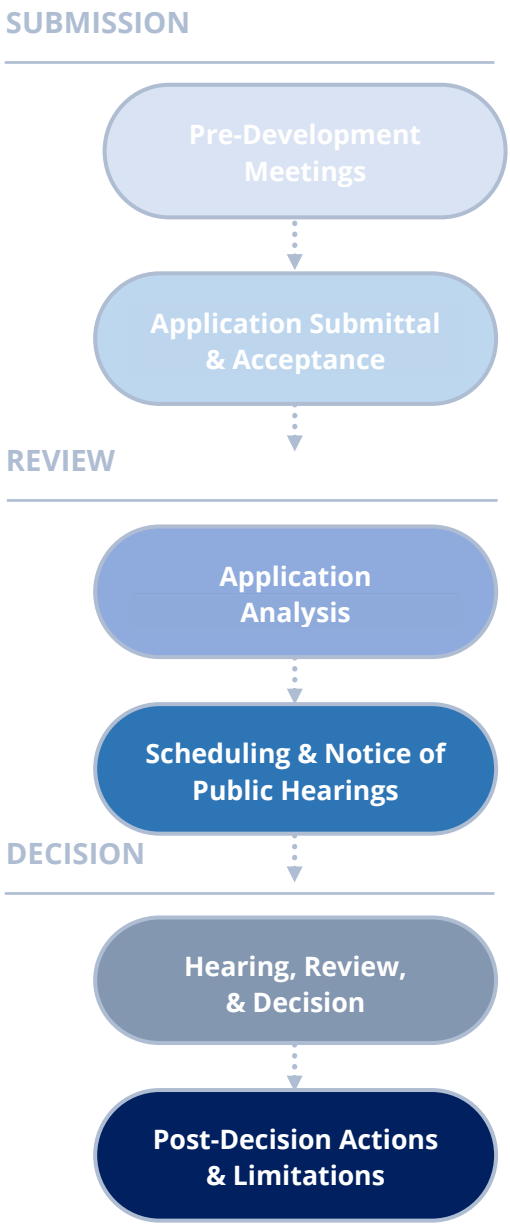


Figure 2.1-17: Creation of a New Historic Overlay District Procedure

c. Application Analysis

The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1G.2.IV.

d. Scheduling and Notice of Public Hearings

Notice shall be provided and public hearings shall be scheduled following the same procedural requirements for rezoning, as described in Section 14-2.1D.3.

1. Scheduling Preliminary HDRB Review

Notice of the time and place of the preliminary review shall be given to the applicant in writing by the Planning and Land Use Department.

2. Scheduling Final HDRB Review

Notice of the time and place of the final review shall be given to the applicant in writing by the Planning and Land Use Department.

Hearing, Review, and Decision

e. Preliminary HDRB Review and Hearing
   1. In any matter subject to its authority, upon request of the applicant, the HDRB shall provide a preliminary review, that includes an informal determination of whether the proposal is in compliance with the applicable standards.
   2. After review, preliminary approval or denial shall be indicated by the HDRB. If denied, the HDRB shall give the reasons for denial of the required submittals.
   3. Preliminary approval is not a substitute for final review approval. Any subsequent changes to the historic overlay district proposal made prior to final review shall be consistent with the preliminary approval.
f. Final HDRB Review and Recommendation
   1. If the application exhibits are inadequate, the HDRB may postpone action until a date agreed upon by the HDRB and the applicant. Otherwise, the HDRB shall recommend approval or denial of the application.
   2. The Governing Body shall consider the recommendation of the HDRB regarding the creation of a new historic overlay district at the final public rezoning hearing.
   3. If HDRB recommends denial, the HDRB shall cite the reasons for this recommendation.
g. Planning Commission review and recommendation consistent with HDRB review and recommendation.
h. Final Governing Body Review and Decision
   1. Before taking action on the proposed rezoning, the Governing Body shall hold a public hearing. In the course of the hearing, the Governing Body may request other information from the applicant that is reasonably necessary to determine compliance with Chapter 14.
   2. After reviewing the Planning and Land Use Director report, if any, and the HDRB recommendation, and any evidence obtained at the public hearing, the Governing Body shall take final action to approve or deny the proposed rezoning.
   3. When a proposed rezoning fails to receive the recommended approval of the HDRB, the rezoning shall not be approved by the Governing Body except by a majority vote of all the members of the Governing Body.
i. Post-Decision Actions and Limitations

1. Expiration
   Once approved, rezonings do not expire.
2. Approved Rezonings to be Reflected on Official Zoning Map
   i. After the Governing Body has approved a rezoning application, the official zoning map shall be amended in accordance with Section 14-3.1D to note the new zoning designation.
   ii. Historic overlay districts so classified will be designated for zoning purposes by the existing zone designations at the time of the adoption of this section, plus the suffix "H."
3. Post-Approval Procedure
   i. If, in accordance with the provisions of Chapter 14 and Sections 3-21-1 through 3-21-11 NMSA 1978, changes are made in district boundaries or other matter portrayed on the official zoning map, those changes shall be made on the official zoning map within 30 days after the ordinance adopting the change in zoning classification has been approved by the Governing Body.
   ii. A rezoning ordinance shall be published one time either in its entirety or by title and a general summary of the subject matter contained in the ordinance, whichever the Governing Body elects to do at least five days prior to its effective date, unless otherwise provided by law.
4. Denial
   If a proposed rezoning is denied, no rezoning application that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.
5. Appeal
   An applicant who is aggrieved by the denial of a rezoning request may file an appeal as described in Section 14-2.1B.5.IV.

IV. Creation of a New Historic Overlay Approval Criteria
[Reserved]

3. Demolition of Historic or Landmark Structure

I. Purpose

The purpose of the demolition of historic or landmark structure procedure is to provide a mechanism for review and approval prior to the demolition of any historic or landmark structures within the city of Santa Fe.

II. Applicability

A demolition request must receive staff approval prior to the demolition of any designated historic or landmark within the city of Santa Fe. The demolition request shall only be considered upon the written application of the property owner.

III. Demolition Procedure

a. Pre-Application Conference

A pre-application conference, as described Section 14-2.1B.1.I, is required.

b. Application Submittal and Acceptance

1. Referral to Archaeological Review Committee

Upon receiving an application for demolition of structure in a historic district or a landmark structure, the Planning and Land Use Director shall refer the application to the Archaeological Review Committee to determine whether damage to archaeological resources may be caused by the demolition and what actions should be taken regarding excavation and the archaeological clearance permit.

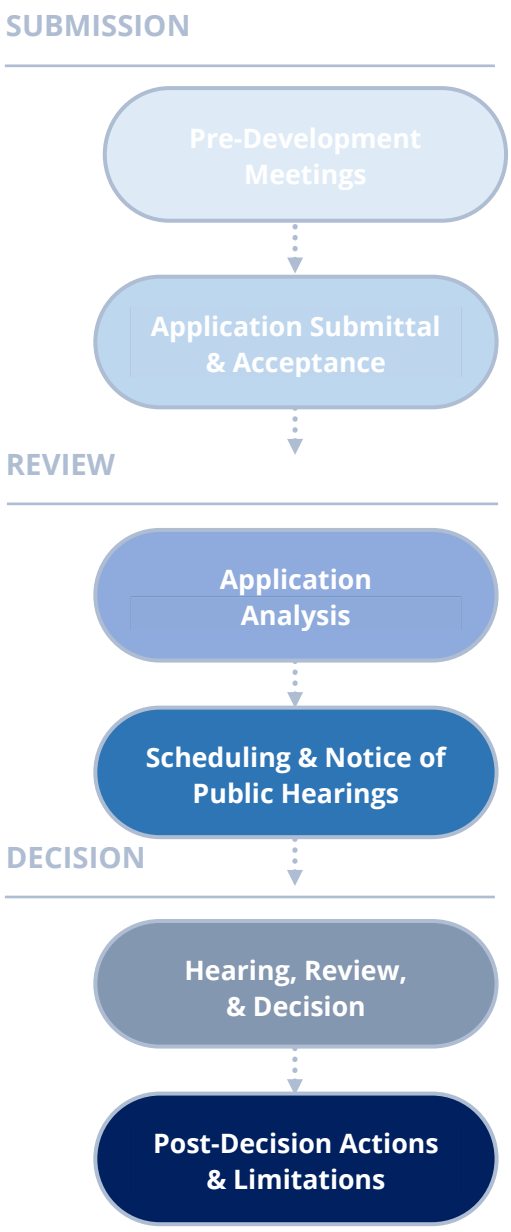


Figure 2.1-18: Demolition of Historic or Landmark Structure Procedure

c. Application Analysis

Before granting approval or denial of a demolition request, the Planning and Land Use Director shall provide the following information on the structure under consideration.

1. A report on the historic or architectural significance of the structure;
2. A report from the City building inspector on the state of repair and structural stability of the structure;
3. If the structure is more than 50 years old, and the entire project of which demolition is a part requires an archaeological clearance permit, a report from the Planning and Land Use Director on whether the demolition would damage possible archaeological artifacts; and
4. Other information as requested by the HDRB or Governing Body.

d. Scheduling and Notice of Public Hearings

1. Notice
   i. At least 14 days prior to any hearing, a sign shall be posted by the City on the site where the demolition is proposed, indicating the proposed action, and the time, date, and location of the HDRB or Governing Body hearing on the application. The posted sign shall be prominently displayed, visible from a public street, and securely placed on the property.
   ii. Notice of the time and place for each hearing shall be sent in writing to each applicant.
   iii. An agenda of the HDRB shall be sent to all groups requesting notification and copies of meeting agendas, as set forth in the officially adopted neighborhood planning policies.
2. Historic Structure Demolition Request Scheduling
   i. Upon receiving an application for demolition of a structure within the historic districts, the HDRB shall, within 65 calendar days from the date of application, either grant or deny the application.
   ii. Ordinarily, the HDRB will act on an application for demolition at its next regular meeting, if the application is submitted in proper form at least seven days before its next regular meeting; however, the HDRB may use the entire 65 -day time period if the HDRB, on motion duly passed, determines such delay is necessary.
3. Landmark Structure Demolition Request Scheduling

   Upon receiving an application for demolition of a landmark structure the HDRB shall, within 65 calendar days from the date of application, make a recommendation to the Governing Body to either grant or deny the application.

e. Hearing, Review, and Decision
The HDRB or Governing Body, as applicable, shall restrict its review to consideration of whether the application is in conformity with the standards established by this section.

f. Post-Decision Actions and Limitations
1. Expiration
Approval of a demolition request shall expire three years after the final action approving it.
2. Extension
Approval of the demolition request may be extended as provided in Section 14-2.1B.5.VII.
3. Denial
A determination that the structure should not be demolished shall impose a duty on the owner or other persons having legal custody and control to immediately take the action required under Section 14-4.6B, *Minimum Maintenance Requirements.*

4. Appeal
   i. HDRB decisions on demolition of structures may be appealed to the Governing Body pursuant to Section 14-2.1.B.5.IV.
   ii. The Governing Body, with the advice and assistance of the HDRB, may take such steps as it determines necessary to preserve the structure concerned, in accordance with the purposes of the historic district regulations under Section 14-4.6. Such steps may include, but not be limited to, consultations with civic groups, public agencies, and interested citizens; recommendations for acquisitions of property by public or private bodies or agencies; and exploration of the possibility of moving one or more structures or other features.

IV. Demolition Criteria for Approval
   a. In determining whether a request for demolition in a historic district should be approved or denied, the HDRB shall consider the following:
      1. Whether the structure is of historical importance;
      2. Whether the structure for which demolition is requested is an essential part of a unique street section or block front and whether this street section or block front will be reestablished by a proposed structure; and
      3. The state of repair and structural stability of the structure under consideration.
   b. In determining whether a request for demolition of a landmark structure should be approved or denied, the HDRB and Governing Body shall consider the following:
      1. The historical importance of the structure; and
      2. The state of repair and structural stability of the structure.

H. Flexibility and Relief Procedures

1. Variance

I. Purpose

Land use boards may approve variances to the provisions of Chapter 14, granting a landowner relief from compliance with specific provisions of this LDC when strict application of these provisions would result in undue hardship.

II. Applicability
   a. Variances may be granted to provisions regulating:
      1. The size, location, and appearance of structures;
      2. The location and extent of open space;
      3. The extent of grading;
      4. The width and configuration of public and private roads, driveways, and trails; and
      5. Similar standards for development established by this Chapter 14.
   b. A variance shall not be granted:
      1. To provisions that restrict the type or intensity of principal or accessory uses permitted within a district, including limits on maximum residential density; and
      2. To any procedural rule.

III. Height Variances in Airport Area
   a. All height variance requests for lands located within the approach, transitional, horizontal, and conical surfaces as described within the approach and clear zone layout plan of the Santa Fe municipal airport dated February 1980 prepared by PMM and company, adopted in this section by reference and on file in the City public works department shall be reviewed for compliance with federal aviation regulations.
   b. The application for variance shall be accompanied by an approval from the federal aviation administration accompanied by a determination as to the effect of the proposed variance on the operation of air aviation facilities and the safe, efficient use of navigable airspace.
   c. Such variances shall be allowed only upon a finding that granting the variance will not create a hazard to air navigation. Additionally, no application for variance to the height requirements within the area described in this subsection may be considered until a copy of the application has been furnished to the airport manager for advice as to the aeronautical effects of the variance.
   d. If the airport manager does not respond to the application within 15 days after receipt, the land use board may act on the application without the airport manager's response.
   e. Any variance granted may be conditioned to require the owner of the structure in question to install, operate and maintain, at the owner's expense, such markings and lights as may be necessary.

IV. Waivers in Flood Special Flood Hazard Areas
   a. The Planning Commission may waive regulations applicable to the development of land in Special Flood Hazard Areas, as described in Section 14-8.3C. Waivers shall be approved by the Planning Commission, according to the variance procedure described in this section, and subject to the following additional standards.

b. Waivers may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in this section.
c. Waivers may be issued for development on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in provisions e and f below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the waiver increases.
d. Waivers shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
e. Waivers may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the waiver is the minimum necessary to preserve the historic character and design of the structure.
f. Waivers may be approved for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
g. The prerequisites for granting waivers are:
    1. Waivers shall only be issued upon a determination that the waiver is the minimum necessary, considering the flood hazard, to afford relief;
    2. Waivers shall only be issued upon:
        i. Showing a good and sufficient cause;
        ii. A determination that failure to grant the waiver would result in exceptional hardship to the applicant, and
        iii. A determination that the granting of a waiver will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
    3. These prerequisites shall constitute the approval criteria for waivers, in lieu of those specified in Section 14-2.1H.1.VII for standard variance requests.

h. An applicant to whom a waiver is granted shall be given written notice that the structure may be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

V. Waivers for Utilities

a. Factors to Consider

1. For All Requests

These standards apply to all waiver requests for utilities. The decision-making body shall consider the following when reviewing a waiver request for any type of facility:

i. The nature of uses on adjacent and nearby properties, including proximity to residentially zoned property, the BCD, and Historic, Escarpment and South Central Highway Corridor Overlay Districts;
ii. The surrounding topography;
iii. Improved electrical, cable, or telecommunications service for Santa Fe; and
iv. Such other factors as may be relevant.

2. For Telecommunications Requests

The decision-making body shall consider the following when reviewing a waiver request:

i. The surrounding vegetation;
ii. The proposed ingress and egress;
iii. The design of the proposed telecommunications facilities, with particular reference to design elements that reduce or eliminate adverse visual impact including lighting; and
iv. The availability of existing towers or other structures for co-location or of alternative antenna configurations with less visual impact.

3. For Electric Facilities Requests

The decision-making body shall consider the following when reviewing a waiver request:

i. The general appearance of the facility; and
ii. The proposed ingress and egress.

4. For Underground Electric and Cable Facilities Requests

The decision-making body shall consider the cost of placing the utility lines underground and all associated costs when reviewing a waiver request.

b. Approval Criteria

1. For All Requests

These standards apply to all waiver requests for utilities. The decision-making body may grant a waiver of the applicable standards upon finding that the waiver:

i. Is in the best interest of the community as a whole;
ii. Will not jeopardize public health, safety and welfare; and
iii. Will better serve the purposes contained in Section 14-5.3I.1.I.

2. For Telecommunications Facility Requests

The decision-making body may grant a waiver of the applicable standards upon finding that the waiver:

i. Will expedite the approval of an antenna or tower;
ii. Will either mitigate the adverse visual impacts of antenna and tower proliferation or limit the need for construction of new towers or antennas;
iii. If the proposed site is located in the Escarpment or South Central Highway Corridor Overlay District, that the applicant has demonstrated to the satisfaction of the Histroic Districts Review Board and/or Planning Commission that it has explored all alternatives to the proposed site and to the proposed design and that location outside those Districts is not practicable.
iv. In a Historic District, that the conditions for an Exception as specified in Section 14-4.6D.3.II, except provision d therein, have been met.

VI. Variance Procedure

a. Pre-Application Conference

An ENN meeting, as described in Section 14-2.1B.1.II, is required.

b. Application Submittal and Acceptance

The application shall be submitted and accepted, and may be revised or withdrawn, in accordance with Section 14-2.1B.2.

c. Application Analysis

The Land Use and Planning Department shall review the application and prepare a staff report in accordance with the approval criteria in Section 14-2.1H.1.VII.

d. Scheduling and Notice of Public Hearing

The application shall be scheduled for a public hearing before the Board of Adjustment or the Planning Commission as indicated in Table 2-1: *Summary Table of Review Procedures* and noticed pursuant to Section 14-2.1B.4.II.

e. Hearing, Review, and Decision

1. Planning and Land Use Director Review
   The Planning and Land Use Director shall provide the decision-making authority with a written report of findings together with a recommendation that the variance be approved, approved with conditions, or denied. A recommendation to conditionally approve shall contain the conditions and a recommendation for denial shall contain the reasons for that recommendation.
2. Board Review and Decision
   Following a public hearing, the land use board shall, based on the application, input received at the public hearing, and the approval criteria set forth in Section 14-2.1H.1.VII, approve, approve with conditions, or deny the variance application.

f. Post-Decision Actions and Limitations

1. Approval Limited
   A variance applies only to the type and extent of development shown on the plans approved at the variance hearing. All other development on the property shall comply with the terms of Chapter 14 or shall require a new or amended variance.

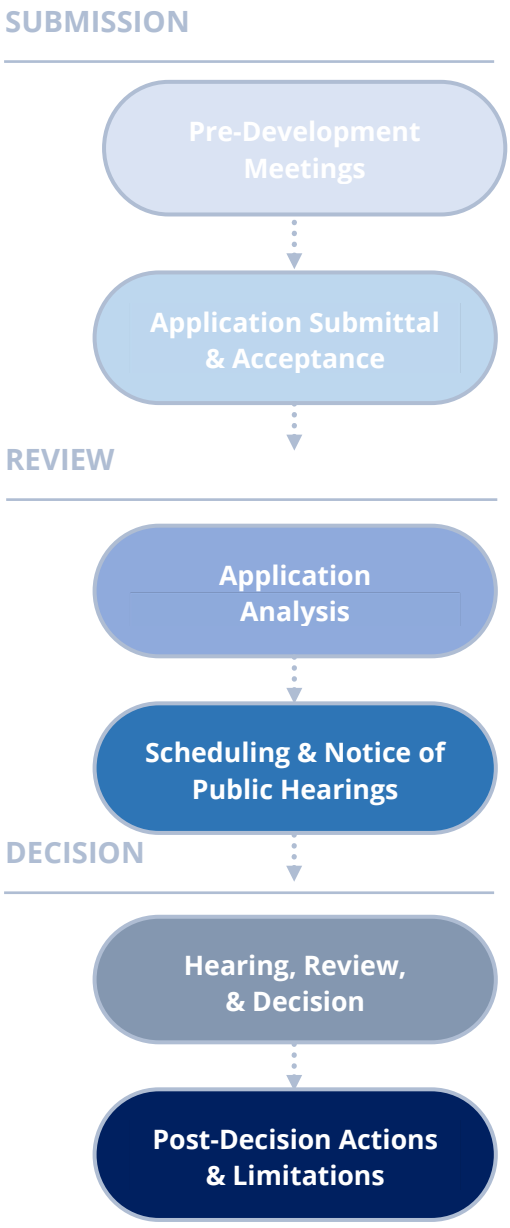


Figure 2.1-19: Variance Procedure

2. Expiration
   i. A variance associated with a subdivision, development plan, or other development approval shall be subject to the expiration of the associated development.
   ii. A variance that is not associated with other types of development approval shall expire three years from the date of the approval as provided in Section 14-2.1B.5.VI.a, unless a different expiration date is specified elsewhere in Chapter 14.
3. Extension
   Approval of the variance may be extended as provided in Section 14-2.1B.5.VII.
4. Denial
   If a variance request is denied, no application with a variance request that is substantially similar to what has been denied shall be eligible for resubmittal for 12 months from the date of denial, unless the applicant can show a substantial change in circumstances to justify a resubmittal. The Planning and Land Use Director shall resolve issues regarding substantial similarity.
5. Appeal
   An applicant who is aggrieved by the denial of a request for a variance may file an appeal as described in Section 14-2.1B.5.IV.

VII. Variance Approval Criteria and Conditions

a. One or more of the following special circumstances applies:
   1. Unusual physical characteristics exist that distinguish the land or structure from others in the vicinity that are subject to the same relevant provisions of Chapter 14, characteristics that existed at the time of the adoption of the regulation from which the variance is sought, or that were created by natural forces or by government action for which no compensation was paid;
   2. The parcel is a legal nonconforming lot created prior to the adoption of the regulation from which the variance is sought, or that was created by government action for which no compensation was paid;
   3. There is an inherent conflict in applicable regulations that cannot be resolved by compliance with the more-restrictive provision as provided in Section 14-1.8, *Conflicting Provisions*; or
   4. The land or structure is nonconforming and has been designated as a landmark, contributing or significant property pursuant to Section 14-4.6, *Historic Districts*.

b. The special circumstances make it infeasible, for reasons other than financial cost, to develop the property in compliance with the standards of Chapter 14.

c. The intensity of development shall not exceed that which is allowed on other properties in the vicinity that are subject to the same relevant provisions of Chapter 14.

d. The variance is the minimum variance that will make possible the reasonable use of the land or structure. The following factors shall be considered:
   1. Whether the property has been or could be used without variances for a different category or lesser intensity of use;
   2. Consistency with the purpose and intent of Chapter 14, with the purpose and intent of the articles and sections from which the variance is granted and with the applicable goals and policies of the General Plan.

e. The variance is not contrary to the public interest.

f. Conditions of Approval

   Variances may be approved with conditions that will assure substantially the objectives of the standards or requirements so varied or modified and that are reasonably related to the approval.

2. Appeal – see Section 14-2.1.B.5.IV.

14-2.2 Review and Decision-Making Bodies

A. Duties and Responsibilities

This section summarizes the review and decision-making responsibilities of the entities that have specific roles in the administration of Chapter 14 and, particularly, the procedures set forth in Section 14-2.1, *Review and Approval Procedures.* Other duties and responsibilities of these entities are set forth in the following sections of this article.

B. Governing Body

1. Without limiting any authority granted to the Governing Body by state law or by other ordinances of the City, the Governing Body shall, with respect to Chapter 14, have the powers and duties set forth in Table 2-1: *Summary Table of Review Procedures*, to be carried out in accordance with the terms of Chapter 14.
2. In addition, the Governing Body shall receive duly executed copies of the minutes and any other written orders or determinations of the Planning Commission if requested.
3. If, within 30 days of any final order or determination by the Planning Commission, the Governing Body decides to review any such order or determination, notice of such proposed review shall be provided in the manner prescribed in Section 14-2.1B.4 and such notice shall be a stay of action on the final order or determination.
4. In exercising the powers set forth in Chapter 14, the Governing Body, after reviewing the minutes of the Planning Commission meeting, may reverse or affirm, in whole or in part, or may modify the order, requirement, decision, or determination as deemed necessary and to that end shall have, in addition to all other municipal authority, that authority of the Planning Commission.
5. Provisions 3 and 4 above in this subsection shall not apply to appeals heard by the Planning Commission regarding decisions of the Planning and Land Use Director. Such decisions of the Planning Commission are final.
6. The Governing Body delegates its authority for hearing appeals of decisions of the Planning and Land Use Director to the respective land use board as set forth in Table 2-1: *Summary Table of Review Procedures*. Final actions of a land use board on the appeal of a decision of the Planning and Land Use Director shall not be heard by the Governing Body. Any further appeals shall be filed in district court.
7. The Governing Body shall hear appeals of final actions of any land use board except as set forth in provision 6 above in this subsection. The Governing Body shall hold a public hearing de novo on the appeal after notice has been given in accordance with the notice provisions of Section 14-2.1.B.5.IV.
8. The Governing Body by adoption of a resolution may approve the temporary suspension of the enforcement of those sections of Chapter 14 setting forth the expiration of development approvals due to severe economic conditions. This authority shall not be used for specific development projects or individual economic situations but shall apply to all development projects due to broad economic downturns.

9. The Governing Body may request a land use board review for a proposed zoning map amendment or a proposed amendment to this Chapter 14, and the land use board shall issue comments and nonbinding recommendations in response to the request.

10. The Governing Body shall review and grant or deny requests for waivers as set forth in Section 14-2.2D.3.VI.

C. Land Use Boards General Standards and Procedures

Except as otherwise required by state law or provided for by City ordinance, the following procedures apply to each of the land use boards and their standing subcommittees, except the Governing Body, the extraterritorial land use authority, and the extraterritorial land use commission:

1. Number of Terms

   There is no limitation to the number of consecutive terms a member may serve.

2. No Compensation

   Members shall serve without compensation.

3. Residency Requirement

   I. A member of a land use board whose jurisdiction extends to the presumptive city limits as defined in Section 6, Paragraph E of the Santa Fe Extraterritorial Land Use Authority Ordinance No. 2009-01 shall reside within the presumptive city limits. [Editor's note: as of the date of adoption, includes the Archaeological Review Committee, the Board of Adjustment and the Planning Commission and its subcommittees]; and

   II. A member of a land use board whose jurisdiction does not extend to the presumptive city limits shall reside within the city limits.

4. Officers

   A land use board shall elect a chair, vice-chair and secretary for one-year terms, without restriction as to re-election. In the case of an ad hoc subcommittee that will exist for less than one year, officer terms shall be equivalent to the duration of the subcommittee. The chair shall preside over the administrative body. In the absence or disability of the chair, the vice-chair shall perform the duties of the chair.

5. Meetings

   Regular meetings shall be held at least once a month, unless there are no agenda items, and at such other times as the chair may determine. Except as otherwise provided by the constitution of New Mexico, the New Mexico Open Meetings Act, or City ordinance, all meetings shall be public meetings; all persons so desiring

shall be allowed to attend and listen to the deliberations and proceedings; and public comment at the meetings shall be encouraged.

6. Quorum

   A majority of members constitutes a quorum.

7. Voting

   Action shall be taken by a majority vote of a quorum of members.

8. Communication with Members Prohibited

   A member of a land use board shall not communicate with any interested parties outside of the public meeting and hearing concerning the merits or substance of any quasi-judicial item coming before the board, except in writing filed with the Planning and Land Use Director within the prescribed time period for inclusion in the public hearing record, and with copies distributed immediately to all other known parties-in-interest and all other members of the board. A member also shall not communicate with any other persons outside the planning and land use department outside of the public meeting and hearing concerning the merits or substance of any quasi-judicial item coming before them. Further, a member shall not inspect the site of any subject property, except pursuant to a publicly noticed site visit that affords all parties the opportunity to attend. A member of a land use board who receives a communication in violation of this section shall disclose the substance of the communication on the record, and the member shall recuse if the member cannot be fair and impartial.

9. Written Record; Findings of Fact

   After hearing and considering all the evidence presented, a land use board shall accompany its approval or denial of an application, request or other item with a written statement of the important facts on which the decision is based, including the pertinent provisions of Chapter 14, and a full explanation of why those facts led to the decision made.

10. Minutes of Proceedings; Public Record

    Land use boards shall keep full and complete records in the form of written minutes of all meetings, including the date, time, and place of the meeting; the names of members in attendance and those absent; the substance of the items considered; a record of any decisions and votes taken that show how each member voted, including abstention or failure to vote; and all public comment. After being approved by the relevant land use board, written explanatory findings of fact and conclusions of law shall be adopted and shall be promptly filed with and maintained by the City clerk pursuant to City ordinance and the New Mexico Open Meetings Act. Findings of fact and conclusions of law adopted by the Planning Commission shall be submitted to the Governing Body pursuant to Section 2-1.15 SFCC 1987.

11. Meeting Attendance

Failure of a member to attend three consecutive regular meetings or 33 percent or more of the regular meetings in a year shall constitute an automatic tender of resignation by the member. The Mayor may accept or reject the resignation.

12. Removal of Members

A member of the Planning Commission may be removed for cause as provided in Section 3-19-2 NMSA 1978. A member of any other land use board may be removed by the appointing authority with or without cause.

13. Vacancy

Vacancies shall be filled in the same manner as the original appointment was made. A member appointed to fill a vacancy shall serve for the remainder of the unexpired term.

14. Records of Membership

Records of membership shall be maintained by the City Clerk.

D. Planning Commission

1. Designation

There is a Planning Commission of the City, which shall be referred to as the "Planning Commission."

2. Delegation of Authority

The Governing Body hereby delegates its authority for planning within the planning jurisdiction of the City, and for approving subdivision plats within the corporate boundaries of the City, as specifically set forth in Section 3-19-1 NMSA 1978 and more generally in Chapter 3, Articles 19 through 21 NMSA 1978, to the Planning Commission, except for those powers retained by the Governing Body in the Santa Fe City Code. The Governing Body delegates its authority to the Planning Commission to hear appeals, variances, and conditional use approvals as provided for in Chapter 14.

3. Powers and Duties

The Planning Commission has the review and decision-making responsibilities set forth in Table 2-1: *Summary Table of Review Procedures*, to be carried out in accordance with the terms of Chapter 14. In addition, the Planning Commission is the principal City land use administrative board and has the powers and duties specified in this section.

I. Development Plans and Subdivision Plats

Unless otherwise provided in Chapter 14, the Planning Commission shall review and approve or deny various specific development plans, requests, and subdivision plats. When specifically authorized by Chapter 14, the decision of

the Planning Commission is final, subject to any appeal right provided in this Chapter 14. In all other instances, the Planning Commission shall provide advice and nonbinding recommendations.

II. Amendments and Modifications of Approved Plans

The Planning Commission shall review and approve or deny amendments, modifications or time extensions of plans, designs, plats, restrictions, and other matters previously approved by the Planning Commission. Nothing in this section precludes the Planning and Land Use Director from approving minor amendments or modifications as authorized in Chapter 14.

III. Variances and Conditional Use Approvals as Part of Subdivision or Development Plan Review

If a request for variance or conditional use approval is part of a development plan or subdivision request requiring Planning Commission review, the Planning Commission shall hear and decide requests for variances pursuant to Section 14-2.1H.1, *Variance,* and conditional use approvals pursuant to Section 14-2.1F.2, *Conditional Use Approval*.

IV. Appeals

The Planning Commission shall hear appeals of the following:

a. Final actions of the Planning and Land Use Director applying the provisions of Chapter 14 to a request for a development plan or subdivision, including a subdivision that creates one additional lot pursuant to Section 14-2.1E.6.
b. Final actions of the Planning and Land Use Director applying the regulations in Section 14-8.2, *Terrain and Stormwater Management,* and Section 14-4**.**4, *Escarpment Overlay District*.
c. Final actions of the Floodplain Administrator.

V. Variances
a. The Planning Commission shall review and grant or deny requests for variances from:
1. §14-4.4, Escarpment Overlay District;
2. §14-8.2, Terrain and Stormwater Management;
3. §14-8.3, Flood Regulations;
4. §14-7.2, Santa Fe Homes Program (SFHP); and
5. Article 14-6, Infrastructure Design, Improvement, and Dedication Standards.
b. When deciding variances, the Planning Commission shall comply with notice and procedural provisions referenced in Section 14-2.1H.1, *Variance*.

VI. Waivers
a. The Planning Commission shall review and grant or deny requests for waivers as set forth in:
1. §14-2.1H.1.IV, Waivers in Flood Special Flood Hazard Areas;
2. §14-8.3, Flood Regulations;
3. §14-7.8, Regulations for Retail Structures 30,000 Gross SF or Larger;
4. §14-5.3I.3, Telecommunication Facilities; and
5. §14-5.3I.1, Electric Facilities.
b. When deciding waiver requests, the Planning Commission shall comply with notice and procedural provisions referenced in Section 14-2.1H.1, *Variance,* but shall additionally rely on approval criteria in Section 14-2.1H.1.IV.f for flood regulations, Section 14-7.8C for retail structures, and Section 14-2.1H.1.V for telecommunications facilities and electric facilities.

VII. Long-Range Policy Recommendations
The Planning Commission may:

a. Provide to administrative and governmental officials of the city recommendations for public improvements and the financing of such improvements. Public officials shall, upon request, furnish to the Planning Commission within a reasonable time such available information as it may require for its work; and
b. Make reports and recommendations relating to the development of the city to public officials and agencies; public utilities; civic, educational, professional, and other organizations; and citizens regarding the following:
    1. Growth management, land use, transportation, development review procedures, urban design, and capital improvements; and
    2. Neighborhood and community planning and other community issues as they relate to long-term planning.

VIII. Other Recommendations to Governing Body

The Planning Commission shall review and make recommendations to the Governing Body regarding:

a. Adoption of, and proposed revisions and amendments to, the General Plan;
b. Annexations;
c. Rezonings; and
d. Proposed amendments to Chapter 14, except for proposed amendments to:
    1. Section 14-2.2G, Archaeological Review Committee, Section 14-2.1G.1, Archaeological Clearance Permit, and Section 14-4.2, Archeological Review Districts, about which the Archaeological Review Committee shall review and issue recommendations;
    2. Section 14-2.1G.3, Demolition of Historic or Landmark Structure, and Section 14-4.6, Historic Districts, about which the Historic Districts Review Board shall make recommendations; and
    3. Section 14-7.7, *Development Water Budgets,* about which the public utilities committee shall review and issue recommendations.

IX. Other Powers and Duties
a. The Planning Commission may request any other committee or board to review a proposed official zoning map amendment or a proposed amendment to Chapter 14, and that committee or board shall issue comments and nonbinding recommendations in response to the request.
b. In the performance of its duties, the Planning Commission may enter on any land, make examinations and surveys, and place and maintain necessary monuments and markers on land.
c. As authorized by state law and Chapter 14, the Planning Commission may make decisions affecting the physical development of the City, including physical development authorized by a public agency or official not under the jurisdiction of the Governing Body. These decisions shall be consistent with the General Plan and other adopted City policies.
d. The Planning Commission has all powers necessary to enable it to fulfill and perform its functions and carry out the duties authorized in the Santa Fe City Code.

X. Regulations; Planning and Platting; Development Review
a. To carry out the planning and platting duties and development review responsibilities granted to the Planning Commission, including the adoption of an amendment to the General Plan and approval and denial of plats and replats, the Planning Commission may adopt regulations, procedures and a schedule of fees; provided that such regulations, procedures and schedules of fees are consistent with the Santa Fe City Code and do not become effective and enforceable until approved by the Governing Body.

b. Among other regulations, the Planning Commission may adopt flow charts and checklists for matters within the Planning Commission's jurisdiction to provide information and assistance to the general public in complying with the provisions of the Santa Fe City Code.
c. Approved plats and development plans shall be signed by the chair and the secretary of the Planning Commission.

4. Membership and Procedures

I. Composition

The planning commission is composed of nine members who are qualified by training, experience, and ability to exercise sound and practical judgment on civic, social, economic, and governmental affairs.

II. Membership

a. Two members from each city councilor district shall be appointed to the planning commission; and
b. One at-large member shall be appointed to the planning commission.

III. Appointment and Term

The members of the planning commission shall be appointed by the mayor with the advice and consent of a majority vote of all the members of the governing body. Members shall serve two-year overlapping terms, maintaining the original overlap of planning commission terms. Members shall serve until their successors have been appointed and qualified.

IV. Ad Hoc Subcommittees

a. Delegation

The governing body and the planning commission may delegate their authority to ad hoc subcommittees as specifically provided in this article and more generally in Chapter 3, Articles 19 through 21 NMSA 1978, except for those powers retained by the governing body.

b. Powers and Duties

Ad hoc subcommittees shall gather information for, make recommendations to, and otherwise assist the planning commission in accomplishing its powers and duties, as the planning commission deems appropriate.

c. Membership and Procedures

Pursuant to Chapter 3, Article 19 NMSA 1978, *Planning and Platting,* and Article 2-1 SFCC 1987, the mayor, subject to the advice and consent of the governing body, may appoint ad hoc subcommittees.

1. Pursuant to Chapter 3, Article 19 NMSA 1978, the chair of the Planning Commission may appoint ad hoc subcommittees of the Planning Commission.
2. Ad hoc subcommittees may be composed of volunteer citizens, planning and land use department staff, and planning commission members.

E. Board of Adjustment

1. Designation

There shall be a board of adjustment of the City, which shall be referred to as the "board of adjustment" or the "BOA".

2. Delegation of Authority

The governing body hereby delegates its authority, as set forth generally in Chapter 3, Articles 19 through 21 NMSA 1978, to the BOA as described in this section, except those powers retained to the governing body in the Santa Fe City Code. In addition, the governing body delegates authority to the BOA to hear appeals, variances, and conditional use approvals as provided in Chapter 14.

3. Powers and Duties

The BOA has the review and decision-making responsibilities set forth in Table 2-1: *Summary Table of Review Procedures*, to be carried out in accordance with the provisions of Chapter 14 and has the following additional responsibilities:

I. To hear appeals of final actions of the planning and land use director applying the provisions of Chapter 14 unless jurisdiction for such appeals is otherwise specifically reserved to another land use board.

II. To hear and decide applications for conditional use approvals as provided in Section 14-2.1F.2 , *Conditional Use Approval* unless jurisdiction for such conditional use is specifically reserved to another land use board.

III. To authorize in specific cases a variance from the terms of Chapter 14 as provided in Section 14-2.1H.1, *Variance.*

4. Composition

The BOA consists of seven members, two of whom may be planning commission members and at least five of whom shall be members-at-large. Members of the governing body may serve as at-large members.

5. Appointment and Term

Members of the BOA shall be appointed by the mayor with the consent of the Governing Body. Members shall serve three-year overlapping terms, maintaining the original overlap of BOA terms. Members shall serve until their successors are appointed and qualified.

F. Historic Districts Review Board

1. Designation

   There shall be a Historic Districts Review Board of the City, which shall be referred to as the "Historic Districts Review Board," "HDRB," or the “H-Board.”

2. Delegation

   The Governing Body and the Planning Commission hereby delegate their authority, as set forth generally in Chapter 3, Articles 19 through 21 NMSA 1978, to the HDRB as described in this section, except those powers retained by the Governing Body and the Planning Commission in the Santa Fe City Code. The HDRB shall carry out the City's powers and duties pursuant to Chapter 3, Article 22 NMSA 1978 (Historic Districts and Landmarks).

3. Powers and Duties

   The HDRB has the review and decision-making responsibilities set forth in Table 2-1: *Summary Table of Review Procedures*, to be carried out in accordance with the terms of Chapter 14. In addition, the HDRB shall:

I. Review and approve or deny all applications for new construction, exterior alteration, and demolition of structures, except signs, in the historic districts in accordance with the standards and procedures set forth in the following sections:
   a. §14-2.1G.3, Demolition of Historic or Landmark Structure;
   b. §14-4.6, Historic Districts; or
   c. §14-1.13, *Nonconformities*.

II. Hear appeals of final actions of the Planning and Land Use Director interpreting or applying the following historic district regulations:
   a. §14-2.1(F)(3), Construction Permits ;
   b. §14-2.1(G)(3), Demolition of Historic or Landmark Structure;
   c. §14-4.6, Historic Districts; or
   d. §14-1.13, Nonconformities.

III. Upon referral by the land use director, review and make recommendations prior to any hearing before the Planning Commission related to the creation of new historic overlay districts in the City, before the matter goes to the Governing Body for a final decision.

IV. Make recommendations to the Governing Body relating to the erection of appropriate plaques and markers designating various historical sites and points of interest in the City.

V. Make recommendations to the Governing Body relating to the purchase or acquisition by gift, grant, bequest, devise or otherwise of real property of historical background and interest.

VI. Make recommendations to the Governing Body as to the exercise of the Governing Body's power of eminent domain in the acquisition of real property of historical background and significance and the proposed ways and means of compensation.

VII. Advise and assist officials, committees, and commissions of the municipal government in making recommendations to the Governing Body.

VIII. Compile and maintain a list of historical sites and structures.

IX. Perform other acts as requested by the Governing Body, provided that such acts relate specifically to this section.

X. Conduct field trips upon request of an applicant or as determined by the chair.

4. Membership and Procedures

I. Composition

The HDRB consists of seven members who have demonstrated interest and knowledge of the historic character of the City. One member shall be an architect, one member shall be a historian, one member shall represent some aspect of the construction industry, one member shall have a business in one of the historic districts, one member shall be a member of the Old Santa Fe

Association, and two members shall be members-at-large. Members of the Governing Body may serve as members at-large.

II. Appointment and Term

The Mayor, with the consent of the Governing Body, shall appoint each member of the HDRB. Members shall serve two-year overlapping terms, maintaining the original overlap of HDRB terms. Members shall serve until their successors have been appointed and qualified.

III. Recommendations

a. The following organizations are encouraged to recommend to the Mayor up to three persons each for the appropriate position as designated in this section:
   1. Santa Fe Chapter of the American Institute of Architects,
   2. Santa Fe Chamber of Commerce and Hispanic Chamber of Commerce,
   3. Museum of New Mexico, and
   4. Building Contractors Association and Associated General Contractors of America, Building Branch (jointly).

b. A person being recommended is not required to be a member or staff of the organization recommending the person.

c. This provision is in no way intended to prevent other organizations from recommending members or to limit the appointment power of the Mayor.

G. Archaeological Review Committee

1. Designation

There shall be an Archaeological Review Committee of the City, which shall be referred to as the "Archaeological Review Committee" or the "ARC."

2. Delegation

The Governing Body and the Planning Commission hereby delegate their authority, as set forth generally in Chapter 3, Articles 19 through 21 NMSA 1978, to the ARC as described in this section, except for those powers retained by the Governing Body and the Planning Commission in the Santa Fe City Code.

3. Powers and Duties

I. The ARC has the review and decision-making responsibilities set forth in Table 2-1: *Summary Table of Review Procedures*, to be carried out in accordance with the terms of Chapter 14. In addition, the ARC shall:

a. In accordance with Section 14-2.1G.1, hold hearings to review survey and inventory reports, archaeological monitoring reports and plans, and archaeological treatment plans for their acceptability, determine the significance of archeological sites, and consider requests for listing on the City's list of approved archaeologists and historians. The ARC may review and act on stages or portions of archaeological studies. The ARC shall vote to approve, conditionally approve, or deny requests for archaeological clearance permits.

b. Qualify or disqualify persons for inclusion on the City's list of approved archaeologists, historical archaeologists, and historians upon review and consideration of resumes and related documents as set forth in this section.

c. Establish a City register of recognized archaeological sites and shall establish criteria for such a register.

d. Hear appeals of final actions of the Planning and Land Use Director interpreting or applying archaeological review district regulations pursuant to Section 14-4.2, *Archeological Review Districts*.

II. The ARC may:

a. Advise the HDRB in regard to applications to that board for new construction, exterior alteration, demolition or on other matters relating to archaeology within the historic districts.

b. Direct applicants to the state historic preservation division for information regarding state or federal law and regulations on the tax benefits of donating archaeological properties or easements.

c. Recommend to the Governing Body that land containing archaeological sites of major interest to the City be purchased as part of the City's parks, recreation, and open space system.

d. Recommend the expenditure of money from City archaeology fund for projects that meet archaeological fund criteria set forth in Section 14-2.1G.1, *Archaeological Clearance Permit*. Expenditures of $1,000 or less may be approved by the Planning and Land Use Director. Expenditures over $1,000 must be approved by the Governing Body.

III. When both a HDRB and an ARC review are required of a single project, the reviews may occur at the same time.

4. Membership and Procedures

I. Composition

The ARC consists of five members. One member shall be a historian, three members shall be archaeologists or historical archaeologists, and one member shall be a representative of the construction, development, or real estate community.

II. Appointment and Term

The Mayor, with the consent of the Governing Body, shall appoint each member of the ARC. Members of the ARC serve two-year overlapping terms, maintaining the original overlap of ARC terms.

5. Qualifications

All archaeologists, historical archaeologists, and historians appointed as ARC members shall meet the qualifications set forth in this section.

I. Archaeologists

All archaeologists in actual direct charge of archaeological reconnaissance or treatment required for an archaeological permit shall meet the following minimum qualifications:

a. Hold a graduate degree in archaeology, anthropology, or a closely related field with a specialization in archaeology or have equivalent training or field experience, the sufficiency of which is determined by the ARC;
b. Have at least two years' experience in directing archaeology projects, including at least six months of field experience in the southwestern United States; and
c. Be listed in the state historic preservation division directory of archaeologists as a principal investigator or supervisory archaeologist. This requirement shall not apply to archaeologists who are currently on the City's list of approved archaeologists as of the effective date of Ordinance No. 2007-9 (April 23, 2007) or to archaeologists appointed as members of the ARC.
d. Hold a current New Mexico state burial excavation permit for work in any location where human remains of historic age are anticipated to be present.

II. Historical Archaeologists

All historical archaeologists in actual direct charge of excavation of historic period sites shall:

a. Meet the minimum qualifications for an archaeologist set forth above in subsection I;
b. Have a minimum of one year of experience in directing historical archaeology projects or equivalent training or field experience, the sufficiency of which is determined by the ARC; and
c. Have demonstrated experience in the Historic Downtown Archaeological Review District.

III. Historians

All historians in actual direct charge of archival research and analyses of land titles or historic maps shall meet the following minimum qualifications:

a. Hold a graduate degree in history, or have equivalent professional experience or demonstrate equivalent training, the sufficiency of which is determined by the ARC; and
b. Demonstrate the ability to carry out archival research.

IV. List of Qualified Individuals
a. Archaeologists, historical archaeologists, and historians deemed by the ARC to meet the qualifications provided in this section shall be placed on a list maintained by the Planning and Land Use Director.
b. Guidelines for documenting applicable experience and education for meeting the requirements of this section are available from the Planning and Land Use Director.
c. Archaeologists, historical archaeologists, and historians who wish to remain on the list shall provide updated contact information and resume upon request of the Planning and Land Use Director and shall provide updated contact information any time there is a change in employment.

6. Standards
I. Archaeologists, historical archaeologists, and historians are responsible for reports and performance that exhibit a high standard of professionalism and competence, including the following standards:
a. Any archaeological reports, histories, plans, reconnaissance reports, treatment plans, or final report that are accepted by the ARC with minor typographical, formatting, or content errors constitute a conditional approval for an archaeological clearance permit, and the document shall be returned with corrections to the Planning and Land Use Director within 45 days of the date of final approval. Failure to fulfill this requirement shall result in refusal by the Planning and Land Use Director of any new application for an archaeological clearance permit until a corrected report has been submitted.
b. Archaeological reports, histories, or plans that are not approved by the ARC and resubmitted to the Planning and Land Use Director without the necessary corrections to meet the conditions of the Archaeological Review Committee shall be rejected by the Planning and Land Use Director and no new application for an archaeological clearance permit shall be accepted by the Planning and Land Use Director until a corrected report has been accepted and an archaeological clearance permit has been approved by the ARC.
c. Rejection of three or more reconnaissance reports, treatment plans, or final reports in a 12-month period may result in the ARC removing the archaeologist, historical archaeologist, or historian from the list of qualified archaeologists, historical archaeologists, and historians for 12 months; and

d. Failure to submit a final report within the one-year time limit, or any extension of time provided by the ARC as set forth in Section 14-2.1G.1, may result in the ARC removing the individual from the list of qualified archaeologists, historical archaeologists, and historians.

II. The Planning and Land Use Director shall notify the following, in writing, of the actions taken pursuant to subsection 6.I above:
   a. The state historic preservation officer;
   b. The affected archaeologist, historical archaeologist, or historian; and
   c. The property owner; and
   d. The applicant.

III. The affected archaeologist, historical archaeologist, or historian may submit a written appeal to the ARC of the final actions taken by the Planning and Land Use Director in subsection 6.I above.

IV. Decisions of the ARC may be appealed to the Governing Body as set forth in Section 14-2.1.B.5.IV, *Appeal.*

V. An archaeologist, historical archaeologist, or historian who is removed from the City's list of qualified individuals may re-apply to the ARC for inclusion on the list after previous obligations have been met.

H. Planning and Land Use Director

1. Delegation of Authority

The Governing Body hereby delegates its authority, as set forth generally in Chapter 3, Articles 19 through 21 NMSA 1978, to the Planning and Land Use Director as provided in this section and throughout Chapter 14, except those powers retained by the Governing Body or any land use board, by state law, City ordinance or the terms of this Chapter 14.

2. Powers and Duties

The Planning and Land Use Director has the review and decision-making responsibilities set forth in Table 2-1: *Summary Table of Review Procedures*, to be carried out in accordance with the terms of Chapter 14. In addition, the Planning and Land Use Director shall:

I. Administer and ensure compliance with Chapter 14 by:
   a. Organizing the planning and land use department into divisions and delegating functions to those divisions, individual staff members, and other designees under the Planning and Land Use Director's authority;
   b. Publishing and enforcing existing planning and land use department policies and setting, writing, and publishing new planning and land use department policies from time to time, and to inform the public of planning and land use department procedures and processes; and
   c. Publishing and enforcing existing planning and land use department submittal requirements and setting, writing, and publishing new planning and land use department submittal requirements from time to time to assist the public in achieving application completeness.

II. Administer and ensure compliance with the Santa Fe Homes Program, including:
   a. Administer and enforce all planning and land use ordinances that apply to development requests subject to Section 14-7.2;
   b. Require, as part of the development review process, that the applicant prepare and submit a SFHP proposal to the Office of Affordable Housing to ensure compliance with the SFHP Ordinance;
   c. Administer provisions for development incentives in the development review process as set forth in this section;
   d. Record the SFHP agreements with the respective subdivision plat or development plan at the county clerk's office; and
   e. Where applicable, invoke sanctions for noncompliance with SFHP agreements at the request of the City Manager.

III. Render advisory opinions to any land use board or other administrative body.

IV. Interpret Chapter 14 pursuant to Section 14-1.10, *Interpretations.*

V. Determine the status of nonconformities pursuant to Section 14-1.13, *Nonconformities.*

VI. Prepare and publish preliminary agendas for land use boards as provided in Section 14-2.1B, Common Review Procedures.

VII. Prepare notification materials for early neighborhood notification, land use boards and the Governing Body as provided in Section 14-2.1B, *Common Review Procedures*.

VIII. Provide administrative and advisory assistance to the land use boards, conduct site inspections, and carry out reviews.

IX. Take any steps necessary to enforce the provisions of Chapter 14 on behalf of the City, including filing suit for injunctive relief, criminal or civil enforcement and penalties or other remedies authorized by this code, including Section 14-1.12, *Enforcement*.

X. Take any other actions within the Planning and Land Use Director's power to carry out the provisions of Chapter 14.

3. Approval Authority

I. Alternate Means of Compliance

The Planning and Land Use Director may allow alternate means of compliance with the requirements of Chapter 14 when:

a. The proposed alternate means satisfy the intent of this Chapter 14;
b. The requirements include quantitative standards, and those quantitative standards are satisfied by the alternate means of compliance; and
c. Site conditions, including the configuration of the lot, topography and existing vegetation make following the standards prescribed in this Chapter 14 impossible or impractical.

II. Minor Modifications to Development Approvals

The Planning and Land Use Director may approve minor quantitative and qualitative modifications on an approved master plan, development plan, subdivision plat, conditional use approval, or other development approval, subject to the following:

a. Written request by the applicant explaining the need for the modification;
b. Written finding by the Planning and Land Use Director that the modifications do not substantially change the function or appearance of the development, and will not result in any negative health or safety impacts on the community or negatively impact a neighboring property;
c. The minor modification may not allow increased density or allow uses not otherwise shown on the approved plan or plat; and
d. The minor modification complies with all standards and requirements of Chapter 14, except as otherwise allowed by this section.

III. Administrative Deviations

The Planning and Land Use Director may approve minor dimensional deviations of 12 inches or less and minor quantitative deviations from the standards in Chapter 14, including standards for the number of required off-street parking spaces, when it is impossible or impractical to fully comply with the standards. Approval of administrative deviation is subject to the following:

a. Written request by the applicant explaining the need for the deviation;
b. Written finding by the Planning and Land Use Director that the deviation will not result in any negative health or safety impacts on the community or negatively impact a neighboring property; and
c. The administrative deviation is not being used to allow increased density or uses not otherwise permitted in the district.

IV. The Planning and Land Use Director also has the approval authority provided elsewhere in this Chapter 14, including but not limited to the authority to review and approve administrative approval subdivisions pursuant to Section 14-2.1E.6.

l. Floodplain Administrator

1. Authority

The Planning and Land Use Director shall designate a state-certified floodplain manager to be the Floodplain Administrator to administer the city's flood regulations. The Floodplain Administrator may delegate any assigned task as set forth in Chapter 14 to any staff member who is also a state-certified floodplain manager.

2. Powers and Duties

I. Administration

Duties and responsibilities of the Floodplain Administrator shall include the following:

a. Administer and enforce Section 14-8.3, *Flood Regulations,* and other appropriate sections of 44 CFR Part 59 et. seq., National Flood Insurance Program Regulations, pertaining to floodplain management;
b. Establish a floodplain management program to meet the prerequisites for the sale of flood insurance as set forth in 44 CFR part 59.22;
c. Maintain and hold open for public inspection all records pertaining to the provisions of this section and Section 14-8.3;
d. Review and approve or deny applications for a permit, license, or certificate pertaining to the use of land or buildings in any special flood hazard area;
e. Review all permit applications to determine whether proposed development will be reasonably safe from flooding and that public utilities and facilities are constructed to minimize flood damage;
f. Approve or deny all applications for development permits required by this section and Section 14-8.3, *Flood Regulations;*
g. Review applications for proposed development to assure that all necessary permits have been obtained from federal, state, or local governmental agencies, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334, from which prior approval is required;
h. Make the necessary interpretation where needed as to the exact location of the boundaries of the flood hazard area, for example, where there appears to be a conflict between a mapped boundary and actual field conditions;
i. In riverine situations, notify adjacent communities and the New Mexico office of the state engineer prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
j. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained;
k. When base flood elevation data has not been provided in accordance with Section 14-8.3D, *Engineering Criteria,* obtain, review, and reasonably use any base flood elevation data and floodway data available from federal, state, or other sources in order to administer the provisions of Section 14-8.3C, *Development in Special Flood Hazard Areas.*
l. When a regulatory floodway has not been designated, require that no new construction, substantial improvements or other development, including fill, be permitted within Zones A and AE on the City's flood insurance rate map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the base flood elevation of the base flood more than one foot at any point within the City;

m. Where base flood elevation data are utilized, obtain and maintain records of the lowest floor and flood proofing elevations for new and substantially improved construction;
n. Maintain a record of all appeals; and
o. Report all waivers to FEMA upon request.

II. Enforcement

a. The Floodplain Administrator may make reasonable entry upon any lands and waters within the City's jurisdiction for the purpose of making any investigation, survey, removal, or repair contemplated by this section or Section 14-8.3. An investigation of any obstruction shall be made by the Floodplain Administrator either on the Floodplain Administrator's own initiative or by the written request of any member of the public.
b. Whenever it is necessary to make an inspection to enforce any of the provisions of this section or Section 14-8.3, the Floodplain Administrator may enter such buildings or premises at a reasonable time to inspect the same or to perform any duty imposed upon the Floodplain Administrator by this section; provided that if such building or premises is occupied, the Floodplain Administrator shall first present proper identification and demand entry, and if such building or premises be unoccupied, the Floodplain Administrator shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and demand entry.
c. The Floodplain Administrator or their designee shall carry identification indicating the Floodplain Administrator's authority and shall present such identification to the magistrate court or district court for the purpose of this section and to other persons when requested to do so during the performance of the Floodplain Administrator's duty.
d. The powers and duties of the Floodplain Administrator relative to obstructions in a special flood hazard area shall include the following:
    1. Removal of the obstruction to a floodway that has been created by fallen trees, silt, debris and like matter; and
    2. Removal or repair of an obstruction when, after investigation, an order has been issued to the property owner for its removal or repair and the order is not complied with within a reasonable time as may be prescribed by the City or the owner cannot be found or determined; provided that if the City causes the obstruction to be removed or repaired, the reasonable cost of the removal or repairs shall constitute a lien against the lot from which the obstruction was removed or on which it was repaired. The lien shall be foreclosed in the manner provided in Sections 3-36-1 through 3-36-7 NMSA 1978.

J. Santa Fe Extraterritorial Land Use Authority

1. Creation

   The extraterritorial land use authority, also referred to as "ELUA", is created as provided in Section 3-21-3.2 NMSA 1978 and pursuant to the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement.

2. Membership

   I. ELUA shall consist of four county commissioners appointed by the board of county commissioners and three members of the Governing Body, or two members of the Governing Body and the Mayor, appointed by the Mayor with the approval of the Governing Body.

   II. The remaining member of the board of county commissioners shall be appointed as an alternate to the extraterritorial land use authority. The Mayor shall appoint alternates, with the approval of the Governing Body, from among the remaining members of the Governing Body. Alternates shall be notified prior to a meeting of ELUA if an appointed member cannot attend. When replacing a member, an alternate shall have the same duties, privileges, and powers as other appointed members.

   III. The term of each member appointed by the City shall be for two years.

3. Powers and Duties

   ELUA has the jurisdiction and powers of an extraterritorial zoning authority and shall carry out its duties related to planning and platting jurisdiction, extraterritorial zoning, subdivision approval and annexation approval or denial as provided in the Santa Fe City Code and as set forth in the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement. ELUA shall approve or deny annexation petitions brought pursuant to Section 3-7-17.1 NMSA 1978 upon review and recommendation of ELUC.

K. Santa Fe Extraterritorial Land Use Commission

1. Creation

   The extraterritorial land use commission, also referred to as "ELUC", is created as provided in Section 3-21-3.2 NMSA 1978 and pursuant to the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement.

2. Membership

   ELUC shall consist of five members of the county planning commission appointed by the board of county commissioners and five members of the City planning commission appointed by the mayor with approval of the governing body.

   Alternates to ELUC shall be appointed by the board of county commissioners from the remaining members of the county planning commission and by the mayor with approval of the governing body frbm the remaining members of the City planning commission. Alternates shall be notified prior to a meeting of ELUC if an appointed

member cannot attend. When replacing a member, an alternate shall have the same duties, privileges, and powers as other appointed members.

I. The term of each member appointed by the City shall be for two years.

3. Powers and Duties

ELUC has the authority to carry out duties and make recommendations related to planning and platting jurisdiction, subdivisions, zoning, and annexations as provided for in Sections 3-21-3, 3-21-3.2 and 3-21-4 NMSA 1978 and as set forth in the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement.

Article 14-3 Zoning Districts

14-3.1 General Provisions

A. Purpose of Dividing the City into Districts

1. To achieve the purposes stated in Section 14-1.3, the City is divided into zoning districts, each of which has distinct regulations for the development and use of structures and land.
2. The zoning district regulations are made in accordance with the General Plan and are designed to:
   - I. Promote health, safety, and the general welfare;
   - II. Secure safety from fire, panic, and other dangers;
   - III. Provide adequate light and air;
   - IV. Provide for a coordinated growth pattern;
   - V. Reduce ecological impacts and greenhouse gas emissions;
   - VI. Provide for multimodal transportation options that improve safety and lessen congestion in the streets and public ways; and
   - VII. Facilitate the adequate provision for transportation, water, sewerage, schools, parks, and other public services.
3. The regulations and restrictions have been made with reasonable consideration for the character of each district and the unique suitability for different types of uses and with a view to encouraging the most appropriate use of land throughout Santa Fe, while conserving the value of buildings and land.

B. Zoning Districts Established

Zoning districts are established as shown in Table 3-1. Zoning districts are established by the City's adoption of the Official Zoning Map pursuant to Section 14-3.1D.

Table 3-1: Zoning Districts Established

Abbreviation	District Name	District Described
Residential		
RR	Rural Residential	§14-3.2B
R-1, R-2, R-3, R-4, R-5, R-6	Low-Density Residential	§14-3.2C
R-7, R-8, R-9	Moderate-Density Residential	§14-3.2D
R7(I)	Single-Family Residential Infill	§14-3.2D
RC-5, RC-8	Residential Compound	§14-3.2E

Table 3-1: Zoning Districts Established		
Abbreviation	**District Name**	**District Described**
R-10, R-12, R-21, R-29	High-Density Residential	§14-3.2F
MHP	Mobile Home Park	§14-3.2G
Mixed-Use and Nonresidential		
RAC	Residential Arts and Crafts	§14-3.3A
MU	Mixed-Use	§14-3.3B
BCD	Business-Capitol	§14-3.3C
C-1, C-2, C-4	Office and Related Commercial	§14-3.3D
I-1 and I-2	Light and General Industrial	§14-3.3E
Special Purpose		
BIP	Business and Industrial Park	§14-3.4A
HZ	Hospital Zone	§14-3.4B
POS	Parks and Open Space	§14-3.4C
PRC and PRRC	Planned Residential Community and Planned Resort-Residential Community	§14-3.4D
SC-1, SC-2, SC-3	Planned Shopping Center (Neighborhood, Community, Regional)	§14-3.4E

C. Compliance with District Regulations

Except as established in Section 14-1.13, *Nonconformities,* no structure (temporary or permanent) or land shall be used or occupied, nor shall a structure or part of a structure be erected, constructed, reconstructed, moved, or structurally altered except in conformance with all regulations of the zoning district in which it is located, unless modified by additional standards of an applicable overlay district, or unless otherwise expressly exempted by this Code.

D. Official Zoning Map

1. Creation and Maintenance of Map

I. The City is divided into zones or districts as shown on the Official Zoning Map, which, together with all explanatory matter on the map and as amended from time to time, is adopted by reference and declared to be a part of Chapter 14.

II. The Official Zoning Map shall be maintained in electronic form and depicted in various formats and scales as appropriate to the need. The Planning and Land Use Director is responsible for tracking and maintaining all changes to the map and shall be the final authority of reference as to the current zoning status of lands, buildings, and other structures in the city.

III. Changes affecting the zoning district designation of any portion of land represented on the Official Zoning Map, including rezonings, annexations and the creation of new zoning districts, shall be made only as the result of action by the governing body related to the zoning change and shall follow the prescribed procedures for such action as set forth in Chapter 14.

IV. The Planning and Land Use Director may make the following non-substantive changes to the Official Zoning Map at any time:

a. Revisions of style, format, or layout to enhance clarity;
b. Additions of explanatory text or labels;
c. Spelling and grammatical corrections;
d. Corrections based on oversight or error and to identify official actions that are not reflected or are incorrectly reflected; and
e. Any other changes affecting the appearance, style, color, or graphic presentation of the map.

V. A revised Official Zoning Map, including the proposed non-substantive changes, shall be administratively approved by the Planning and Land Use Director in writing.

2. Interpretation of Zoning District Boundaries

Where the boundaries of districts as shown on the Official Zoning Map are uncertain, the following rules shall apply.

I. District boundaries indicated as approximately following center-lines of streets or alleys shall be construed as following those center-lines;

II. District boundaries indicated as approximately following platted lot lines shall be construed as following those lot lines;

III. District boundaries indicated as approximately following city limits shall be construed as following City limits. If changes in the City limits remove territory from Santa Fe, district boundaries shall be construed as moving to conform with the City limits;

IV. District boundaries indicated as approximately following railroad lines shall be midway between the main tracks;

V. District boundaries indicated as approximately following center-lines of stream beds, other bodies of water or drainage ways shall be construed to follow those center-lines;

VI. District boundaries indicated as approximately following parallel to or extensions of features indicated in provisions I. through V. above shall be construed as such and at such distance from the features as indicated on the Official Zoning Map. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map.

VII. Where natural or man-made features that actually exist are at variance with those shown on the Official Zoning Map or in other circumstances not covered by this subsection, the Governing Body shall interpret the district boundaries.

3. Annexation

In the event of annexation of new areas to Santa Fe, the areas shall be zoned R-1 until otherwise classified.

E. Rezoning Procedure

Rezoning requirements set forth in this article are in addition to the requirements set forth in Section 14-2.1D.3, *Rezoning,* which apply to all rezonings.

F. Overlay Districts

1. Overlay zoning districts are listed in as described in Section 14-4.1B, *Existing Overlay Districts*, and are superimposed over one or more underlying base or planned development zoning districts. If the standards for an overlay district expressly conflict with those for an underlying base zoning district, planned development district, or another applicable overlay district, the more restrictive standards shall apply.
2. Where overlay districts apply in combination with base zoning districts, the standards of the overlay districts override the standards in the tables of this section. See City of Santa Fe Overlay Districts map.

G. Organization of this Article

1. Content

   Sections 14-3.2 through 14-3.4 of this article follow a common structure and describe the purpose and intended character of the zoning districts, the lot and building standards applying to development in the districts, and any district-specific development standards.

2. Graphics

   For each base zoning district, this article includes an illustration depicting how the district's lot and building standards apply to lots and typical building forms. Illustrations are intended to exemplify the general character of the district and do not show specific locations or buildings. Illustrations do not necessarily reflect all the standards that may apply to a particular development. If a standard shown in an illustration is inconsistent with the respective table of lot and building standards, the standards in the table shall govern.

14-3.2 Residential Districts

A. General Standards

Residential districts are distinguished primarily by density.

1. Range of Dwelling Types Allowed

   Unless otherwise limited by this section or other provisions of Chapter 14, a variety of dwelling types to serve a wide range of individual requirements is available throughout the residential districts, including single-family dwellings or multiple-family dwellings, attached or detached dwelling units, site-built or manufactured dwelling units, conventional subdivision arrangements, zero lot line, cluster developments, or compounds, as long as they are in keeping with the overall character of the district and all other applicable requirements are met.

2. Other Structures and Uses

Structures and uses other than residential dwelling units are permitted as described in Table 5-1: *Summary Table of Allowed Uses*.

B. Rural Residential District

1. Purpose

The Rural Residential (RR) district is intended to allow low-density residential development that respects the existing rural residential character and prevents urban densities.

2. Lot and Building Standards

Table 3-2: RR District Lot/Building Standards

Density and Lots [1]		
Density, max. gross (dwelling units per acre)		2 [2]
Lot size, min. (well/septic)		2.5 acres for well and septic; 1 acre for well or septic
Lot size, min. (public water and sewer)		Single-family: 4,000 sq ft (2,000 sq ft if common open space is provided) Multi-unit: as allowed by max. gross density
Lot coverage, max. [3]		40% [3]
Open space, min.		Single-family: None, unless lot averaging. See §14-3.5C.3. Multi-unit: 250 sq ft common and/or private open space per unit
Setbacks, min. (ft)		
A	Front	7 (20 for street-facing garage or carport enclosed on three sides)
B	Side	5
C	Rear	15
Height, max. (ft) [4]		
D	Residential	26
	Nonresidential	38

NOTES

[1] For information on maximum density and minimum net lot area for inheritance or family transfer subdivisions, see §14-6.8.

[2] Three dwelling units per acre are permitted if common open space is provided per §14-7.4B.1, *Common Open Space.*

[3] Lot area may decrease to 2,000 sq ft and lot coverage may increase to 50% if private open space is provided. See §14-7.4B.2, *Private Open Space.*

[4] Within 10 ft of side or rear property line, no taller than 14 ft; within 15 ft of side or rear property line, no taller than 26 ft. Measurements are at finished grade at the closest point of the perimeter of the structure. Also see general height standards and exceptions in Section 14-3.5E, *Building Height*

[5] Density bonuses may apply pursuant to the Santa Fe Homes Program, Section 14-7.2.

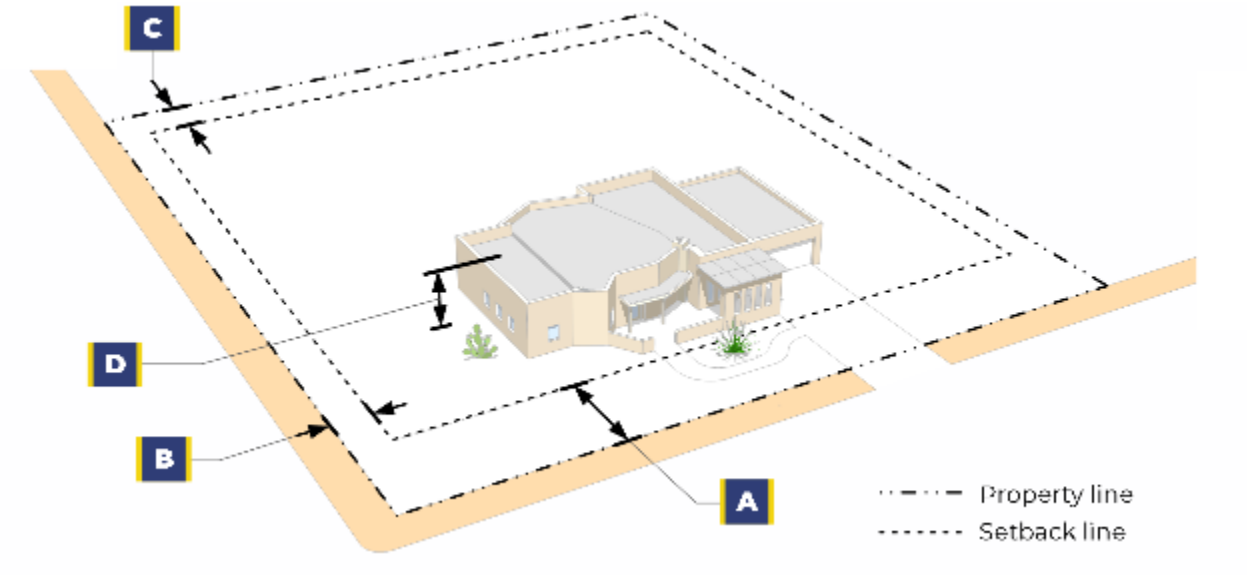


Figure 3.2-1: Rural Residential District

C. Lower-Density Residential Districts

1. Purpose

The lower-density residential districts (R-1 through R-6) are intended to accommodate residential development in areas that maintain low population densities.

2. Lot and Building Standards

Table 3-3: Lower-Density Residential Districts Lot/Building Standards

Zoning Districts		R-1	R-2	R-3	R-4	R-5	R-6
Density and Lots							
Density, max. gross (dwelling units per acre) [1] [3]		1	2	3	4	5	6
Lot size, min. (well/septic)		2.5 acres for well and septic; 1 acre for well or septic					
Lot size, min. (public water and sewer)		Single-family: 4,000 sq ft (2,000 sq ft if common open space is provided) Multi-unit: as allowed by max. gross density					
Lot coverage, max.		40% (50% if private open space is provided per Section 14-7.4B.2, *Private Open Space)*					
Open space, min.		Single-family: None, unless lot averaging. See §14-3.5C.3. Multi-unit: 250 sq ft common and/or private open space per unit					
Setbacks, min. (ft)							
A	Front	7 (20 for street-facing garage or carport enclosed on three sides)					
B	Side	5					
C	Rear	15 ft, or 20% of the average depth of the lot, whichever is less					
Height, max. (ft)[2]							
D	Residential	26					
	Nonresidential	38					

NOTES

[1] Maximum density is limited to one dwelling unit per acre if public water or sewer is not provided.

[2] Within 10 ft of side or rear property line, no taller than 14 ft; within 15 ft of side or rear property line, no taller than 26 ft. Measurements are at finished grade at the closest point of the perimeter of the structure.

[3] Density bonuses may apply pursuant to the Santa Fe Homes Program, Section 14-7.2.

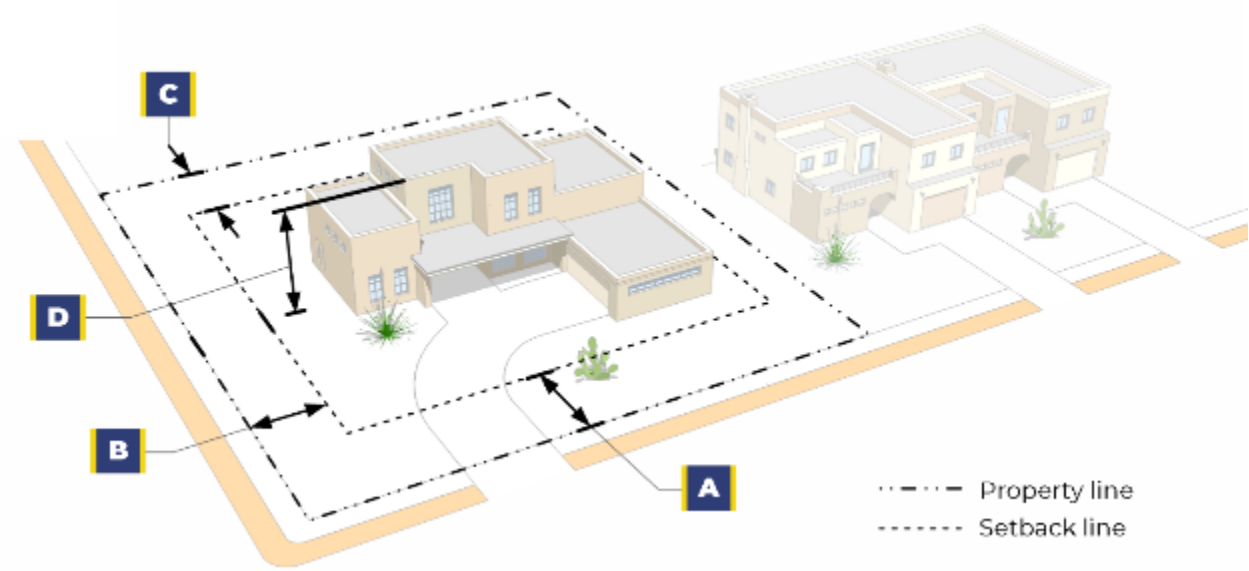


Figure 3.2-2: Lower-Density Residential Districts

D. Moderate-Density Residential Districts

1. Purpose: R-7, R-8, and R-9

   The moderate-density residential districts (R-7, R-8, and R-9) are intended to allow higher-intensity residential development at a density that promotes greater affordability; and to encourage infill development on undeveloped or underdeveloped land to promote compact urban form and promote efficient use of public infrastructure and services.

2. Purpose: R-7(I)

   I. The R-7(I) district is intended to encourage infill single-family residential development on undeveloped or underdeveloped land within or adjacent to established residential areas, consistent with the lot patterns and densities of those areas.

   II. Property is eligible for rezoning to R-7(I) if the property is less than five acres in size and located within or adjacent to an established residential area that is zoned R-4, R-5, or R-6 if all other applicable requirements are satisfied.

3. Lot and Building Standards

Table 3-4: Moderate-Density Residential Districts Lot/Building Standards

Zoning Districts		R-7, R-7(I)	R-8	R-9
Density and Lots				
Density, max. gross (dwelling units per acre) [1] [4]		7	8	9
Lot size, min. (well/septic)		2.5 acres for well and septic; 1 acre for well or septic		
Lot size, min. (public water and sewer)		Single-family: 4,000 sq ft (2,000 sq ft if common open space is provided per Section 14-7.4B.1, *Common Open Space* Multi-unit: as allowed by max. gross density		
Lot coverage, max. [2]		40% (55% if private open space is provided per Section 14-7.4B.2, *Private Open Space)*		
Open space, min.		Single-family: None, unless lot averaging. See §14-3.5C.3. Multi-unit: 250 sq ft common and/or private open space per unit		
Setbacks, min. (ft)				
A	Front	7 (20 for street-facing garage or carport enclosed on three sides)		
B	Side	5		
C	Rear	15 ft, or 20% of the average depth of the lot, whichever is less		
Height, max. (ft)[3]				
D	Residential	26		
	Nonresidential	38		

Table 3-4: Moderate-Density Residential Districts Lot/Building Standards			
Zoning Districts	**R-7, R-7(I)**	**R-8**	**R-9**

NOTES

[1] Maximum density is limited to one dwelling unit per acre if public water or sewer is not provided.

[2] Lot coverage may increase to 55% if private open space is provided, except in R-7(I), where the lot coverage may increase to 50%. See §14-7.4B.2, *Private Open Space.*

[3] Within 10 ft of side or rear property line, no taller than 14 ft; within 15 ft of side or rear property line, no taller than 26 ft. Measurements are at finished grade at the closest point of the perimeter of the structure.

[4] Density bonuses may apply pursuant to the Santa Fe Homes Program, Section 14-7.2.

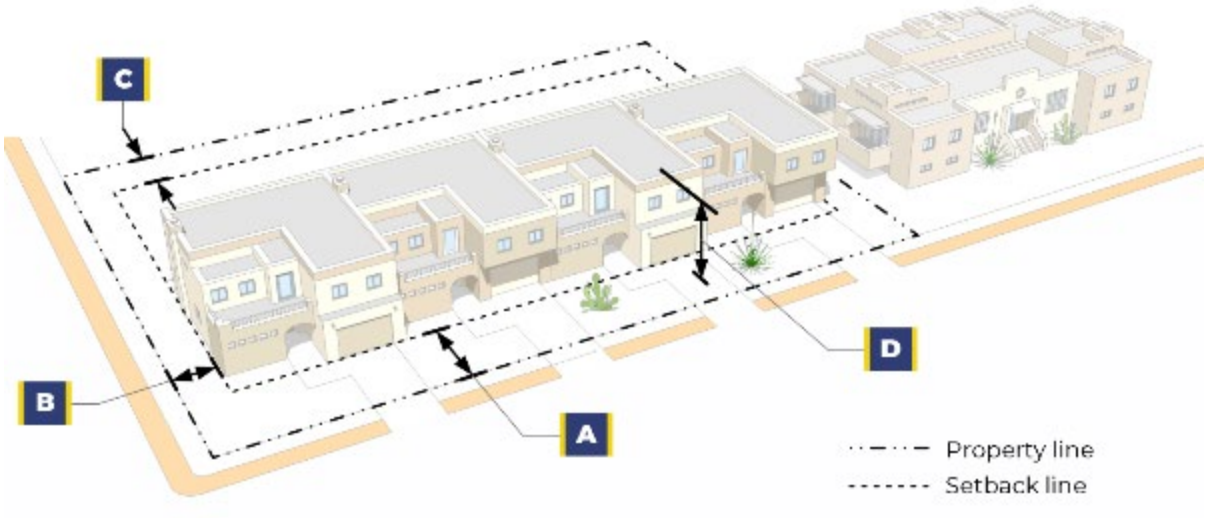


Figure 3.2-3: Moderate-Density Residential Districts

E. Residential Compound Districts

1. Purpose

The residential compound (RC-5 and RC-8) districts are intended to be medium-density residential areas allowing the development of more than one dwelling unit on a single lot, reflecting historic development patterns and in harmony with the existing character of the City's residential compound areas.

2. Lot and Building Standards

Table 3-5: Residential Compound Districts Lot and Building Standards

Zoning Districts		RC-5	RC-8
Density and Lots			
Density, max. gross. (dwelling units per acre) [1] [4]		5	8
Lot size, min. (well/septic)		2.5 acres for well and septic; 1 acre for well or septic	
Lot size, min. (public water and sewer)		Single-family: 4,000 sq ft	
Lot coverage, max.		40% (55% if private open space is provided per Section 14-7.4B.2, *Private Open Space)*	
Open space, min.		Single-family: None, unless lot averaging. See §14-3.5C.3. Multi-unit: 250 sq ft common and/or private open space per unit	
Setbacks, min. (ft) [2]			
A	Front	7 (0 if a yard wall between 6-8 ft high is built between building and street)	
B	Side	5	
C	Rear	15 (5 if a wall between 6-8 ft high is built)	
Height, max. (ft)			
D	Building height	26 [3]	

NOTES

[1] Maximum density is limited to one dwelling unit per acre if public water or sewer is not provided.

[2] No portion of any story above ground-level story shall be closer than 15 ft from property line.

[3] Gross floor area of all stories above the ground level shall not exceed 50 percent of the ground floor area; provided that in calculating the allowable second floor area of attached buildings the total gross heated area of the attached buildings shall be used regardless of ownership status.

[4] Density bonuses may apply pursuant to the Santa Fe Homes Program, Section 14-7.2.

Figure 3.2-4: Residential Compound Districts

F. High-Density Residential Districts

1. Purpose

The high-density residential districts (R-10, R-12, R-21, and R-29) are intended to allow residential development at medium- and high-density levels.

2. Lot and Building Standards

Table 3-6: High-Density Residential Districts Lot/Building Standards

Zoning Districts		R-10	R-12	R-21	R-29
Density and Lots					
Density, max. gross (dwelling units per acre) [1] [6]		10	12	21	29
Lot size, min. (well/septic)		2.5 acres for well and septic; 1 acre for well or septic			
Lot size, min. (public water and sewer)		Single-family: 3,000 sq ft Multi-unit: as allowed by max. gross density			
Lot coverage, max.		40% (55% if private open space is provided per Section 14-7.4B.2, *Private Open Space)*			
Open space, min. (per unit)		250 sq ft common and/or private open space			
Setbacks, min. (ft):[2]					
A	Front	7 (20 for street-facing garage or carport enclosed on three sides)			
B	Side	5			
C	Rear	15 ft, or 20% of the average depth of the lot, whichever is less			
Height, max. (ft) [4]					
D	Residential	26	26	26 or 38 [5]	26 or 38 [5]

NOTES

[1] Maximum density is limited to one dwelling unit per acre if public water or sewer is not provided.

[2] Projects that comply with standard setbacks do not require Development Plan approval.

[4] Within 10 ft of side or rear property line, no taller than 14 ft; within 15 ft of side or rear property line, no taller than 26 ft. Measurements are at finished grade at the closest point of the perimeter of the structure.

[5] A development plan or conditional use approval is required for the 38 ft height. See §14-2.1, *Review and Approval Procedures*, for review and approval criteria.

[6] Density bonuses may apply pursuant to the Santa Fe Homes Program, Section 14-7.2.

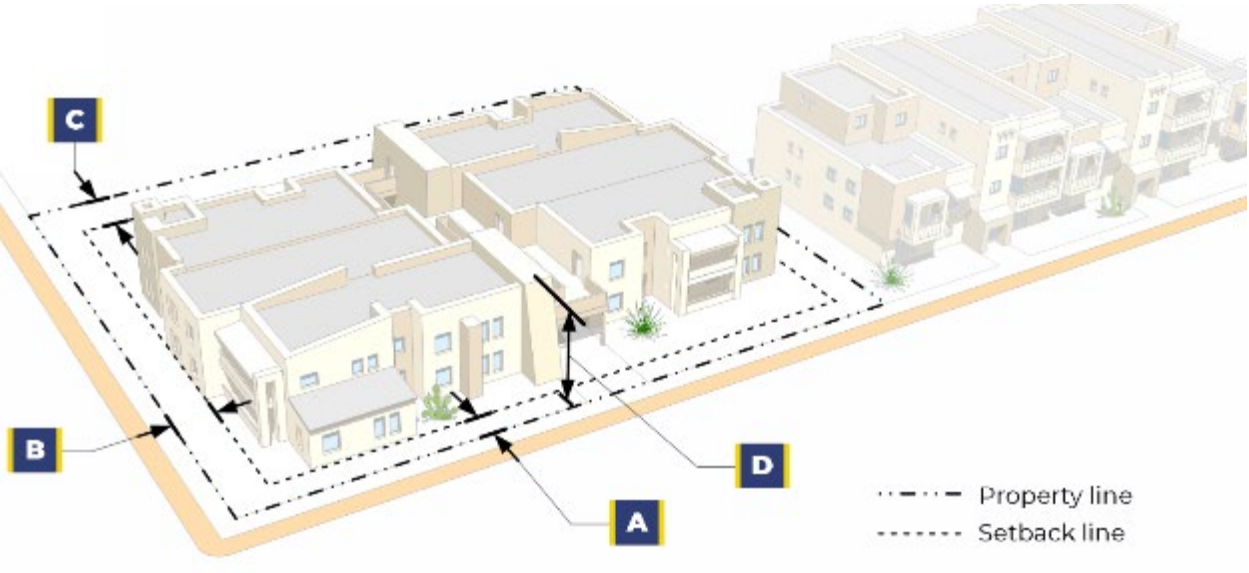


Figure 3.2-5: Higher-Density Residential Districts

G. Mobile Home Park District

1. Purpose

   The mobile home park district (MHP) is intended for mobile home parks in existence prior to December 10, 2012 (effective date of Ordinance No. 2012-37), or for the development of residential subdivisions or attached multiple-family dwellings on parcels of no less than two acres.

2. Lot and Building Standards

   See Section 14-5.3C.9, *Mobile Home, Temporary Placement*, for applicable standards.

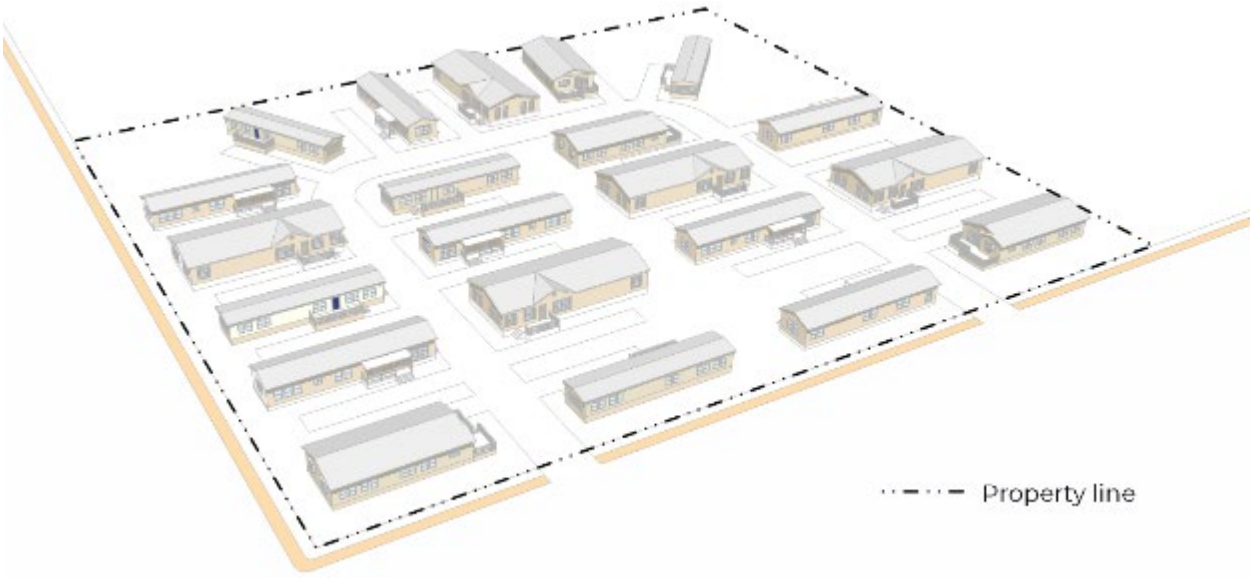


Figure 3.2-6: Mobile Home Park District

14-3.3 Mixed-Use and Nonresidential Districts

A. Residential Arts and Crafts District

1. Purpose

The residential arts and crafts district (RAC) is intended to serve and preserve the prevalent characteristics of certain limited areas of the city where residential uses are intermixed with small arts and crafts shops, studios, and galleries. The goods sold from these establishments are custom-produced in small quantities and often one-of-a-kind; or arts or crafts are taught to a small number of people at one time. This district is not intended to be applied to new areas that do not already possess these characteristics.

2. Lot and Building Standards

Table 3-7: Residential Arts & Crafts District Lot/Building Standards

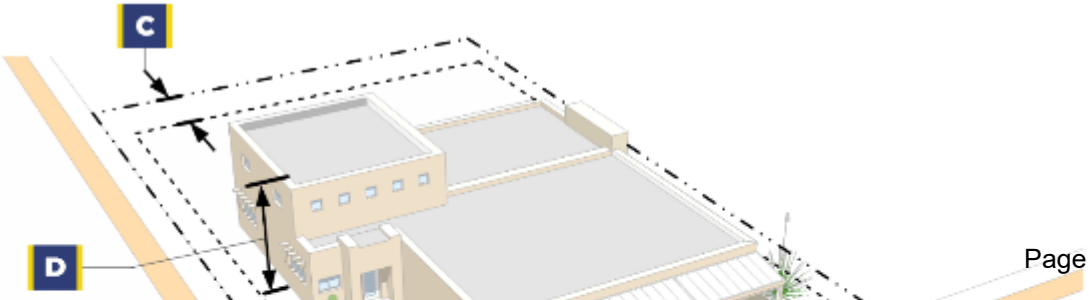
Density and Lots		
Density, max. gross (dwelling units per acre)		10 [1] [2] [3]
Lot size, min. (well/septic)		2.5 acres for well and septic; 1 acre for well or septic
Lot size, min. (public water and sewer)		Single-family: 3,000 sq ft Multi-unit: as allowed by max. gross density
Lot coverage, max. [3]		40% (55% if private open space is provided per Section 14-7.4B.2, *Private Open Space)*
Open space, min.		Single-family: None, unless lot averaging. See §14-3.5C.3. Multi-unit: 250 sq ft common and/or private open space per unit
Setbacks, min. (ft)		
A	Front	7 (20 for street-facing garage or carport enclosed on three sides)
B	Side	5
C	Rear	15 ft, or 20% of the average depth of the lot, whichever is less
Height, max. (ft) [2]		
D	Residential	26
	Nonresidential	38

NOTES

[1] Maximum density is limited to one dwelling unit per acre if public water or sewer is not provided.

[2] No taller than 14 ft within 10 ft of side or rear property line; no taller than 24 ft within 15 ft of a property line.

[5] Density bonuses may apply pursuant to the Santa Fe Homes Program, Section 14-7.2.



B. Mixed-Use District

1. Purpose

The mixed-use district (MU) is intended to allow for development that contains a combination of office, commercial, and residential uses in the same building or on the same property. This district prioritizes compact development, walkability, good pedestrian connectivity, and pedestrian-scale urban design, with less emphasis on vehicle access and proximity to high-traffic vehicular routes.

2. Lot and Building Standards

Table 3-8: Mixed-Use District Lot/Building Standards [1]

		Adjacent Residential	Not Adjacent Residential
Lots			
	Lot size, min.	None	
	Lot coverage, max.	None	
Setbacks, min. (ft)			
A	Front	7 [2]	None
B	Side	30	5 [3]
C	Rear	30	10 [3]
Height, max. (ft) [4]			
D	All structures	38	

NOTES

[1] Opens space standards apply. See Section 14-7.4, *Open Space.*

[2] This setback applies if no street separates the MU and R districts.

[3] Right-of-way may be counted as part of setback.

[4] Adjacent to residential uses or residential zoning, all buildings and structures within 70 ft of the adjoining residential property line shall not exceed 26 ft in height.

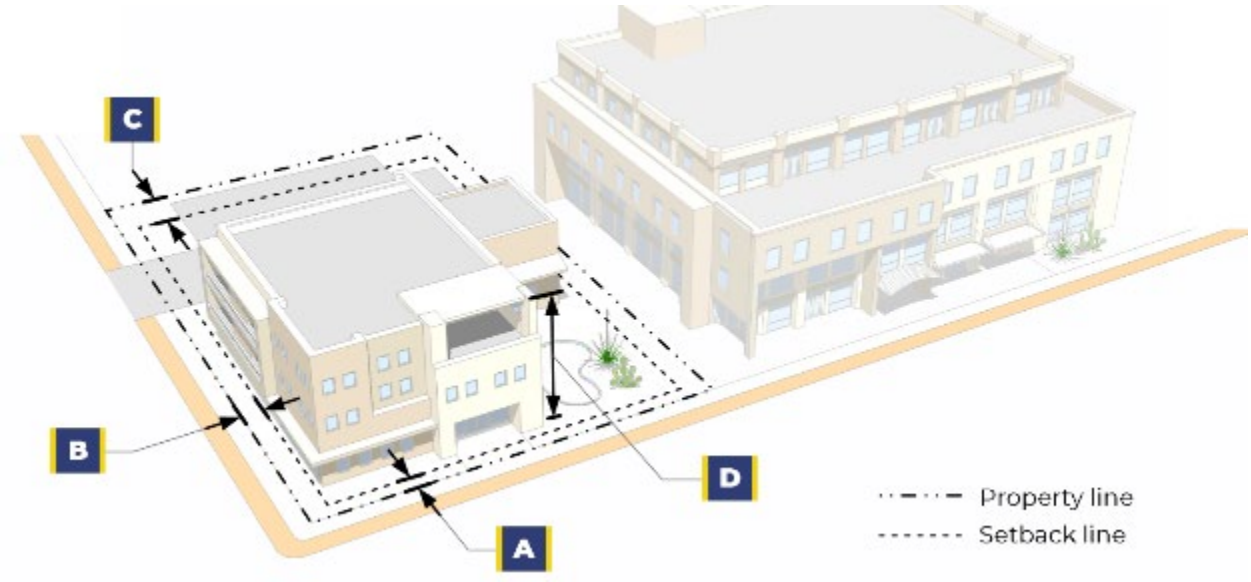


Figure 3.3-2: Mixed-Use District

3. Additional Standards

I. Architectural Step-Backs

Third floors shall have a step-back (balcony or roof area) of a minimum of five feet from all the building's façades at the ground level.

II. Separation of Uses

Group living or household living uses shall be separated from the following uses on an adjoining site by a minimum distance of 50 feet from the shared property line:

a. Any use with a drive-through, including but not limited to car washes, restaurants, and banks;
b. Animal hospitals or clinics with outdoor overnight boarding;
c. Day care facilities with more than 30 attendees;
d. Outdoor storage;
e. Restaurants and bars operating between the hours of 10:00 p.m. and 7:00 a.m.;
f. Liquor stores;
g. Hotels and motels; and
h. Any land use that the Planning Commission determines will produce environmental impacts, processes or products that are incompatible with residential uses, and that is noted on the approved master plan or development plan.

III. Building Tenant Space

No single commercial tenant space shall exceed a total of 20,000 square feet.

IV. Residential Uses

a. Residential uses shall consist of at least 40 percent of the development's total floor area if located adjacent to residentially zoned districts. If not, residential uses shall consist of at least 20 percent of the development's total floor area. The master plan, plat and development plan shall show this residential/commercial mix.

b. Buildings of 26 feet or less in height shall not exceed a maximum of 12 dwelling units per acre. Buildings between 26 feet and up to 38 feet in height shall not exceed 14 dwelling units per acre.

c. Each dwelling unit shall be provided with a minimum of 250 square feet of qualifying private or common open space. See §14-7.4, *Open Space.*

4. Rezoning Limitation

Application for rezoning to MU is not allowed for residentially zoned properties located in historic districts.

C. Business-Capitol District

1. Purpose

   The business-capitol district (BCD) is intended for a mixture of both residential and nonresidential land uses, designed to promote economic well-being while preserving the unique architecture, townscape, and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community, and historical identity in the district and the city.

2. Boundaries

   I. The BCD is comprised of townscape subdistricts and redevelopment subdistricts. The boundaries of the BCD and its subdistricts are defined on the Official Zoning Map.

   II. Changes to boundaries of the townscape subdistricts or redevelopment subdistricts, including designations of new townscape and redevelopment subdistricts, are considered rezonings and shall follow the procedure set forth in Section 14-2.1D.3, *Rezoning.* Designations of new townscape subdistricts are considered Chapter 14 code text amendments and shall follow the procedure set forth in Section 14-2.1D.2, *Code Text Amendment* and in Section 14-3.1(E), *Rezoning Procedure.*

   III. Property is eligible for rezoning to a townscape subdistrict if the land is located within or adjacent to the BCD and meets all other requirements of Chapter 14.

3. Standards for Entire District

   I. Baseline Land-Use Intensity

      For the BCD in general, the baseline floor area to lot size ratio shall be 2.0:1, except for the Plaza/San Francisco, Alameda, redevelopment and Loretto subdistricts, where the baseline floor area ratio shall be 2.5:1; provided, however, that a baseline floor area ratio of 2.5:1 shall not be allowed if it is judged to be incompatible with an adjacent neighborhood or townscape subdistrict. Areas within a structure where the ceiling is below average finished grade, and at-grade parking areas, do not count toward the allowable floor area.

II. Land-Use Intensity Credits
   a. A land-use intensity credit of up to 50 percent of all floor area in a residential use may be granted in conjunction with approval of a master plan, development plan, or conditional use approval, provided that no floor area ratio shall exceed 3.0:1. The additional floor area granted may be used for any permitted use;
   b. Floor area of parking structures above-grade counts toward gross floor area except for the floor area of roof deck parking. Subsurface areas and at-grade parking areas do not count toward the allowable floor area;
   c. The final floor area ratio (FAR) of a project, including land-use intensity credits, shall be limited by infrastructure capacity and townscape standards, where applicable;
   d. Calculation of the floor area to lot size ratio shall include existing structures on a legal lot of record where development is proposed.

III. Drive-In or Drive-Through Facilities
   a. Drive-in or drive-through facilities are permitted as principal or accessory uses when traffic generated by the use will not substantially interfere with existing vehicular and pedestrian traffic. Drive-in and drive-through facilities and structures are allowed in the following subdistricts:
      1. Rosario Boulevard/Northwest Paseo de Peralta;
      2. Sandoval/Montezuma; and
      3. Cerrillos Road.
   b. Drive-in or drive-through facilities are prohibited in the other subdistricts of the BCD.

4. Townscape Subdistricts

I. Intent

The townscape subdistricts are intended to:

   a. Preserve the overall aesthetic quality of the BCD;
   b. Maintain diversity among the various subdistricts; and
   c. Protect the unique features, recognizable historic character and other common identifying characteristics of each subdistrict.

II. Design Objectives for Individual Townscape Subdistricts

The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed in each district below.

5. Alameda Street

I. Design Objectives

a. Allow more intensive development because of the lack of historical or well-defined townscape characteristics;
b. Strengthen continuity of block forms;
c. Strengthen the built edge of street sections and extend features of the Plaza streetscape to this district;
d. Improve the sense of enclosure to pedestrian spaces;
e. Separate vehicles and pedestrians;
f. Emphasize the river park by allowing relatively dense buildings north of the Alameda in contrast to the park;
g. Recognize the importance of the river as an urban design feature; and
h. Provide some natural landscape on the north side of the Alameda to reflect the natural landscape of the Santa Fe River park.

II. Lot and Building Standards

Table 3-9: Alameda Street Lot/Building Standards

Building Location		
Placement & Setback Requirements (ft)		None
Lot Coverage, Max.		
Portion of block bounded by Cathedral Place, Alameda, Paseo de Peralta and Palace Avenue		67%
Rest of district		None
Design Standards		
A	Open Space Requirements	**Lots fronting Alameda:** equal to the front footage multiplied by 2.5 ft adjacent to front property line
B	Landscape Treatment in Yards	Required for lots fronting Alameda St [1]
C	Placement of Off-Street Parking	No requirements
D	Portals	Prohibited in ROW on lots fronting Alameda
Height, Max. (ft)		
E	Building	56 [2]
F	Fence or Wall	3

NOTES

[1] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

[2] One foot of horizontal stepback is required for every two ft of building height above 36 ft.

6. Barrio de Analco

I. Design Objectives

a. Maintain narrow streets and closely spaced small buildings;
b. Avoid the widening of existing streets;
c. Maintain the historic character and residential scale of buildings; and
d. Maintain and encourage enclosed courtyards.

II. Lot and Building Standards

Table 3-10: Barrio de Analco Lot/Building Standards

		East Portion	West Portion
Building Location			
Placement & Setback Requirements (ft)		No restrictions	Buildings max. 7 ft from property line
Lot Coverage, Max.			
			67%
Design Standards			
A	Open Space Requirements	No requirements	
B	Landscape Treatment in Yards	[Note 1]	
C	Placement of Off-Street Parking	Prohibited in required front yards	
D	Portals	Permitted in ROW w/ Governing Body approval	
Height, Max. (ft)			
E	Building	18	24
F	Fence or Wall	8	8

NOTES

[1] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

7. Cerrillos Road

I. Design Objectives

a. Recognize this area as one undergoing renewal;
b. Encourage the redevelopment of large parcels;
c. Provide flexible and permissive standards to encourage redevelopment and imaginative design;
d. Develop this area as an entranceway to the downtown with consideration for safety due to high traffic volume;
e. Discourage massive, block-shaped buildings; and
f. Encourage the concept of this area as a gateway to downtown Santa Fe.

II. Lot and Building Standards

Table 3-11: Cerrillos Road Lot/Building Standards		
Building Location		
Placement & Setback Requirements (ft)		15 min. on Cerrillos; lots abutting a residential district other than the BCD shall meet the residential district setback requirement along the common property line
Lot Coverage, Max.		
		N/A
Design Standards		
A	Open Space Requirements	No requirements
B	Landscape Treatment in Yards	[Note 1]
C	Placement of Off-Street Parking	No restrictions
D	Portals	Prohibited in ROW
Height, Max. (ft)		
E	Building	45 [2]
F	Fence or Wall	No restrictions

NOTES

[1] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

[2] One ft of horizontal stepback is required for every two ft of building height above 27 ft; wall stepbacks shall be a minimum of 10 horizontal ft.

8. Don Gaspar

I. Design Objective

Maintain the small scale and residential character and streetscape.

II. Lot and Building Standards

Table 3-12: Don Gaspar Lot/Building Standards		
Building Location		
Placement & Setback Requirements (ft)		Street: 10 Side: 5 Rear: 15
Lot Coverage, Max.		
		N/A
Design Standards		
A	Open Space Requirements	No requirements
B	Landscape Treatment in Yards	No requirements
C	Placement of Off-Street Parking	Prohibited in required front yards
D	Portals	Prohibited in ROW
Height, Max. (ft)		
E	Building	24

Table 3-12: Don Gaspar Lot/Building Standards		
F	Fence or Wall	No restrictions

9. East Marcy/East Palace

I. Design Objectives

a. Maintain the continuity of block faces, including street trees and yards;
b. Retain the residential scale of the area by limiting building heights and requiring yards;
c. Encourage low walls that are compatible with the characteristic open yards; and
d. Encourage a sense of openness.

II. Lot and Building Standards

Table 3-13: East Marcy/East Palace Lot/Building Standards		
Building Location		
Placement & Setback Requirements (ft)		Street: [Note 1] Side: 5 Rear: 10
Lot Coverage, Max.		
		N/A
Design Standards		
A	Open Space Requirements	Min. 10% of the lot area located adjacent to the front property line to serve as yard or courtyard
B	Landscape Treatment in Yards	Required in yards and open space[2] [3]
C	Placement of Off-Street Parking	Prohibited in required front yards
D	Portals	Prohibited in ROW
Height, Max. (ft)		
E	Building	27
F	Fence or Wall	4

NOTES

[1] Ten-ft building setback requirement in the East Marcy/East Palace Subdistrict, except (a) on the north side of Marcy Street between Otero Street and Paseo de Peralta; and (b) both sides of Palace Avenue between Paseo de Peralta and Delgado Street, where a front required yard building setback equal to the average depth of existing front yards on the block is required.

[2] Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip.

[3] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

10. Loretto

I. Design Objectives

a. Encourage the continued redevelopment of this subdistrict; and

b. Provide for architectural harmony within the subdistrict and with adjoining subdistricts.

II. Lot and Building Standards

Table 3-14: Loretto Lot/Building Standards

Building Location		
Placement & Setback Requirements (ft)		No requirements
Lot Coverage, Max.		
		N/A
Design Standards		
A	Open Space Requirements	**Lots fronting Alameda:** area equal to the front footage multiplied by 2.5 feet adjacent to front property line
B	Landscape Treatment in Yards	[Note 1]
C	Placement of Off-Street Parking	None [2]
D	Portals	**Lots fronting Alameda:** Prohibited in ROW; elsewhere permitted w/ Governing Body approval
Height, Max. (ft)		
E	Building	No portion of a building shall exceed 65 feet above a point at grade level at the center of the site[3]
F	Fence or Wall	**Lots fronting Old Santa Fe Trail:** not to exceed 7; elsewhere 8

NOTES

[1] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

[2] No parking is permitted for a depth of 40 feet from the property line for the portion of the Old Santa Fe Trail frontage from Water Street to a line drawn directly west from the northern-most wall of Loretto chapel.

[3] One ft setback for every 2 ft of building height above 36 ft, measured from each abutting public street right-of-way line.

11. Marcy

I. Design Objectives

a. Maintain street trees and stands of trees as dominant elements in the subdistrict;
b. Maintain avenue features, such as broad streets, planting strips, street trees and wide sidewalks;
c. Maintain a sense of openness to provide occasional view of the mountains;
d. Separate pedestrians from vehicles using planting strips and street trees while providing an enclosed space; and
e. Maintain the relationship between the height and mass of trees and the height and scale of buildings.

II. Lot and Building Standards

Table 3-15: Marcy Lot/Building Standards

Building Location			
Placement & Setback Requirements (ft)			None [1]
Lot Coverage, Max.			
			N/A
Design Standards			
A	Open Space Requirements	Min. 10% of the lot area located adjacent to the front property line to serve as yard or courtyard	
B	Landscape Treatment in Yards	Required in yards & open space.[2] [3]	
C	Placement of Off-Street Parking	Prohibited in front yard	
D	Portals	Prohibited in ROW	
Height, Max. (ft)			
E	Building		42[4]
F	Fence or Wall		4

NOTES

[1] Along the east side of Washington Avenue between Place Avenue and Paseo de Peralta (Hillside), and the west side of Grant Avenue between Place Avenue and Paseo de Peralta, the required front yard shall be equal to the average depth of existing front yards on the block.

[2] Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip.

[3] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

[4] One foot of horizontal stepback is required for every one ft of building height above 24 ft; wall stepbacks shall be a minimum of 10 horizontal feet.

12. McKenzie Street

I. Design Objectives

a. Maintain the residential scale;
b. Maintain yards, with or without fences; and
c. Maintain separation of individual structures.

II. Lot and Building Standards

Table 3-16: McKenzie Lot/Building Standards

Building Location			
Placement & Setback Requirements (ft)			Street: 10 Side: 5 Rear: 15
Lot Coverage, Max.			
			N/A
Design Standards			
A	Open Space Requirements	No requirements	
B	Landscape Treatment in Yards	Required in yards & open space.[1] [Note 2]	
C	Placement of Off-Street Parking	Prohibited in front yard	
D	Portals	Prohibited in ROW	
Height, Max. (ft)			
E	Building		24
F	Fence or Wall		No restrictions

NOTES

[1] Street trees and landscape treatment required if planting strip exists. The planting strip should have a minimum width of three feet. Asphalt or concrete pavement prohibited in planting strip.

[2] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

13. Old Santa Fe Trail

I. Design Objectives

a. Maintain the small scale quality of buildings and streets;
b. Maintain the existing width of the old Santa Fe Trail;
c. Maintain the scale of buildings; and
d. Encourage compliance by the state in design of future development.

II. Lot and Building Standards

Table 3-17: Old Santa Fe Trail Lot/Building Standards

Building Location	
Placement & Setback Requirements (ft)	Front: 10
Lot Coverage, Max.	
	N/A

Table 3-17: Old Santa Fe Trail Lot/Building Standards		
Design Standards		
A	Open Space Requirements	None
B	Landscape Treatment in Yards	Required in front yards
C	Placement of Off-Street Parking	Prohibited in front yard
D	Portals	Permitted in ROW w/ Governing Body approval
Height, Max. (ft)		
E	Building	24
F	Fence or Wall	5

14. Plaza/San Francisco

I. Design Objectives

a. Maintain narrow streets and continuous street façades;
b. Encourage additional portals for pedestrian use and provide continuity of building mass;
c. Limit building height to heights characteristic of existing buildings;
d. Encourage high walls to separate open or vacant areas from the public right-of-way and provide continuity of street façade;
e. Except for Plaza and Cathedral areas, confine landscaping to interior patios or walled courtyards; and
f. Emphasize verticality of façades on San Francisco Street.

II. Lot and Building Standards

Table 3-18: Plaza/San Francisco Lot/Building Standards		
Building Location		
Placement & Setback Requirements (ft)		No required yards.[1]
Lot Coverage, Max.		
		N/A
Design Standards		
A	Open Space Requirements	No requirements
B	Landscape Treatment in Yards	No requirements
C	Placement of Off-Street Parking	Off-site or in rear yard, with access from rear
D	Portals	Permitted in ROW w/ Governing Body approval
Height, Max. (ft)		
E	Building	36
F	Fence or Wall	In historic district, as specified in §14-4.5E

NOTES

[1] Buildings fronting San Francisco Street between Sandoval and Cathedral Place shall be built to the street property line. Buildings elsewhere in the subdistrict should also be built to the street property line, but where a building is set back from the street right-of-way, a solid wall shall be built at the street property line unless at least 80% of the yard is paved and designated for public pedestrian use.

15. Rosario Boulevard/NW Paseo de Peralta

I. Design Objectives

a. Recognize the area as one in the process of change;
b. Facilitate the redevelopment of large parcels within single ownership;
c. Provide flexible standards that encourage redevelopment and diversity of design;
d. Emphasize the strategic position of this area as a gateway into downtown Santa Fe; and
e. Provide standards that minimize the impact or height and bulk of structures on the entryways to the downtown.

II. Lot and Building Standards

Table 3-19: Rosario Boulevard/NW Paseo de Peralta Lot/Building Standards

Building Location		
	Placement & Setback Requirements (ft)	**North side of Paseo de Peralta:** set back from sidewalk a min. of 20; residential district setback applies along common property line where lot abuts a residential district.
Lot Coverage, Max.		
		67%
Design Standards		
A	Open Space Requirements	No requirement[1]
B	Landscape Treatment in Yards	Required [2]
C	Placement of Off-Street Parking	No restrictions
D	Portals	Prohibited in ROW
Height, Max. (ft)		
E	Building	36
F	Fence or Wall	No requirement[3]

NOTES

[1] Except to meet yard requirements.

[2] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

[3] Except to meet landscape treatment requirements.

16. Sandoval/Montezuma

I. Design Objectives

a. Recognize that the area is in transition;
b. Encourage adaptive reuse of existing buildings on Guadalupe Street and existing bungalows on west Manhattan, Read, Garfield, Montezuma and Aztec Streets;
c. Maintain and strengthen the continuity of the existing street façade on the east side of Guadalupe Street;
d. Encourage access from side streets;
e. Discourage additional curb cuts on main streets; and
f. Encourage redevelopment of under-used property along Sandoval Street and Cerrillos Road.

II. Lot and Building Standards

Table 3-20: Sandoval/Montezuma Lot/Building Standards

Building Location		
	Placement & Setback Requirements (ft)	Residential district setback applies along common property line where lot abuts a residential district.
Lot Coverage, Max.		
		67%
Design Standards		
A	Open Space Requirements	No requirements
B	Landscape Treatment in Yards	Required [1]
C	Placement of Off-Street Parking	No requirements
D	Portals	Prohibited on lots fronting Guadalupe and Sandoval Streets, elsewhere permitted in ROW w/ Governing Body approval
Height, Max. (ft)		
E	Building	36
F	Fence or Wall	No restrictions

NOTES

[1] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

17. State Capitol

I. Design Objectives

a. Retain the open "campus" quality of this area as a contrast to surrounding developed areas;

b. Recognize the area as complementary to the Santa Fe River park; and

c. Maintain intensive landscape treatment.

II. Lot and Building Standards

Table 3-21: State Capitol Lot/Building Standards

Building Location			
Placement & Setback Requirements (ft)			Street: min. setback must equal building height Side: 5 min.
Lot Coverage, Max.			
			50%
Design Standards			
A	Open Space Requirements	No requirements	
B	Landscape Treatment in Yards	Required [1]	
C	Placement of Off-Street Parking	No requirements	
D	Portals	Prohibited in ROW	
Height, Max. (ft)			
E	Building		48
F	Fence or Wall		No walls allowed[2]

NOTES

[1] On-site parking must be separated from public sidewalks by a solid wall no less than 3 ft in height, or by a landscaped area no less than 4 ft in width measured from the back of the sidewalk, or, in the absence of a sidewalk, from the property line; and planted with plant materials whose mature height is at least 3 ft 6 in. Landscaping must be protected from vehicular damage by placement of physical barriers.

[2] Except for retaining walls, existing walls around parking lots, and walls or fences around delivery or trash areas.

18. Westside

I. Design Objective

Maintain the small scale and residential character and streetscape.

II. Lot and Building Standards

Table 3-22: Westside Lot/Building Standards

Building Location	
Placement & Setback Requirements (ft)	Street: 10 Side: 5 Rear: 15
Lot Coverage, Max.	
	N/A
Design Standards	

Table 3-22: Westside Lot/Building Standards			
A	Open Space Requirements	No requirements	
B	Landscape Treatment in Yards	No requirements	
C	Placement of Off-Street Parking	No requirements	
D	Portals	Prohibited in ROW	
Height, Max. (ft)			
E	Building		24
F	Fence or Wall		No restrictions

19. Redevelopment Subdistricts

I. Purpose

Redevelopment subdistricts are intended to provide for:

a. Infill and a limitation of sprawl through the efficient use of land;
b. Optimum use of public infrastructure;
c. A mix of land uses, including residential uses;
d. Comprehensive site planning;
e. Public benefit uses;
f. Urban design innovation;
g. An enhancement of the economic vitality of the district;
h. The preservation and enhancement of the character and quality of the area in which the subdistrict is located through elimination of any potentially significant adverse impacts or potentially irreversible adverse impacts upon the community, surrounding neighborhoods, or other approved project plans; and
i. Redevelopment of areas with weak townscape qualities or of areas that are undergoing change.

II. Redevelopment Requirements
a. Property is eligible for rezoning to a redevelopment subdistrict if:
1. The land is located within or adjacent to the BCD and encompasses at least three acres, exclusive of dedicated streets and rights-of-way, or a complete city block, whichever is smaller; and
2. The existing infrastructure has the capability to support or to be modified to support the allowed floor area ratio set forth in provisions b and c below.
b. The baseline floor-area ratio shall be 2.5 to one; provided, however, that such a floor-area ratio shall not be allowed if it is judged to be incompatible with an adjacent neighborhood or townscape subdistrict.
c. Rezoning to BCD-redevelopment subdistricts requires consideration and approval by the planning commission and governing body of a master plan or development plan for the property as provided
d. Rezoning to BCD-redevelopment subdistrict shall be reviewed and approved as described in Section 14-2.1D.3, *Rezoning*.

III. Rezoning Redevelopment Subdistrict to Townscape Subdistrict
Property is eligible for rezoning from a redevelopment subdistrict to a townscape subdistrict provided that the following criteria are met:

a. Development of the redevelopment subdistrict is substantially complete, which determination shall be made by the Governing Body;
b. The property is located in or adjacent to the townscape subdistrict it will become part of if the rezoning is approved, and
c. All other requirements of Chapter 14 are met.

20. Standards for Redevelopment Subdistricts

I. Land-Use Intensity
a. Transfer of allowed floor area, including land use intensity credits, within a property or between contiguous properties with a single ownership and within a project is allowed; and
b. Public benefit uses shall not count against the allowable floor area for a parcel.
c. The maximum baseline floor area ratio permitted is 2.5:1 unless provided otherwise in the master plan or at the time of rezoning pursuant to Section 14-3.3C.19.II.a.2 above.

II. Maximum Height of Buildings
The maximum building height permitted in a redevelopment subdistrict shall not exceed 65 feet; provided, however, that the maximum height shall be compatible with the character of adjacent subdistricts and the surrounding neighborhood.

III. Additional Standards
a. Additional standards for redevelopment subdistricts are located in the subdistrict master plan.
b. Development in a redevelopment subdistrict shall comply with the master plan.
c. If no master plan has been approved for a portion of a redevelopment subdistrict, development must conform to the standards of the adjacent or nearest BCD subdistrict.

D. Office and Commercial Districts

1. Purpose: C-1

   The C-1 office and related commercial district is intended for low-intensity commercial and professional uses such as government offices; professional and business offices; medical and dental offices or clinics; personal care facilities for the elderly; hospitals; research laboratories; pharmacies; and related complementary businesses that provide sales or service of office equipment and supplies, medical and dental supplies. This district serves as a transitional buffer between more intense commercial use districts and residential districts.

2. Purpose: C-2

   The C-2 district is intended for a wide range of medium-intensity commercial and professional uses such as lodging, offices, and retail, along with accompanying and accessory uses, generally at a larger scale than transitional commercial districts, and located along streets carrying large volumes of traffic because of the moderate amount of traffic volume the uses generate. Regulations are designed to guide future additions or changes that discourage extension of existing strip development and formation of future strip commercial development, to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

3. Purpose: C-4

   The C-4 district is intended for limited office, retail, and arts and crafts uses that maintain the residential character of the areas where the district applies, and where the scale and intensity of nonresidential uses will not generate heavy vehicular traffic. This district serves as a transitional buffer area between heavily trafficked roads and the adjoining residential districts.

4. Boundaries

   I. Only property within a C-4 zoning eligibility area, as shown on the Official Zoning Map, shall be eligible for rezoning to C-4. Rezoning of individual parcels shall follow the procedures in Section 14-2.1D.3, *Rezoning*.

   II. Amendment to the existing eligibility area or a proposal for an additional C-4 zoning eligibility area surrounding another heavily trafficked road not already included within the existing C-4 zoning eligibility area(s) constitutes a Chapter 14 text amendment and shall comply with the procedures set forth in Section 14-2.1D.2, *Code Text Amendment.*

5. Lot and Building Standards

Table 3-23: Commercial Districts Lot/Building Standards

Zoning Districts	C-1 [1]	C-2	C-4 [2]
Density and Lots			

Table 3-23: Commercial Districts Lot/Building Standards				
Zoning Districts		**C-1** [1]	**C-2**	**C-4** [2]
Density, residential max. (dwelling units/acre)		10[6]	N/A[3] [6]	10[6]
Lot size, min.		3,000 sq ft	None	Same as adjacent residential development
Lot Coverage, max.				
Residential		40%	N/A	40%
Nonresidential		60%	60%	60%
Setbacks, min. (ft)				
A	Front	10	15	10
B	Side	5	0	5 [5]
C	Rear	10	10 [4]	10 [4]
Height, max. (ft)				
D	Residential	38	45	26 [5]

NOTES

[1] Residential development in the C-1 district is subject to the standards of the R-21 district, except density.

[2] Maximum residential density and minimum residential open space requirements for a C-4 parcel are the same as permitted in the lowest-density contiguous residential district. If there is no contiguous residential district, requirements are the same as for the closest residential district. In no case shall the requirements be more restrictive than for the R-8 district.

[3] Density is determined as a result of maximum height, setbacks, lot coverage, and parking.

[4] When a rear yard abuts a residential district, the setback shall increase to no less than 25 ft or 20% percent of the depth of the lot, whichever is less.

[5] No taller than 14 ft within 10 ft of side or rear property line; no taller than 26 ft within 15 ft of a property line.

[6] Density bonuses may apply pursuant to the Santa Fe Homes Program, Section 14-7.2.

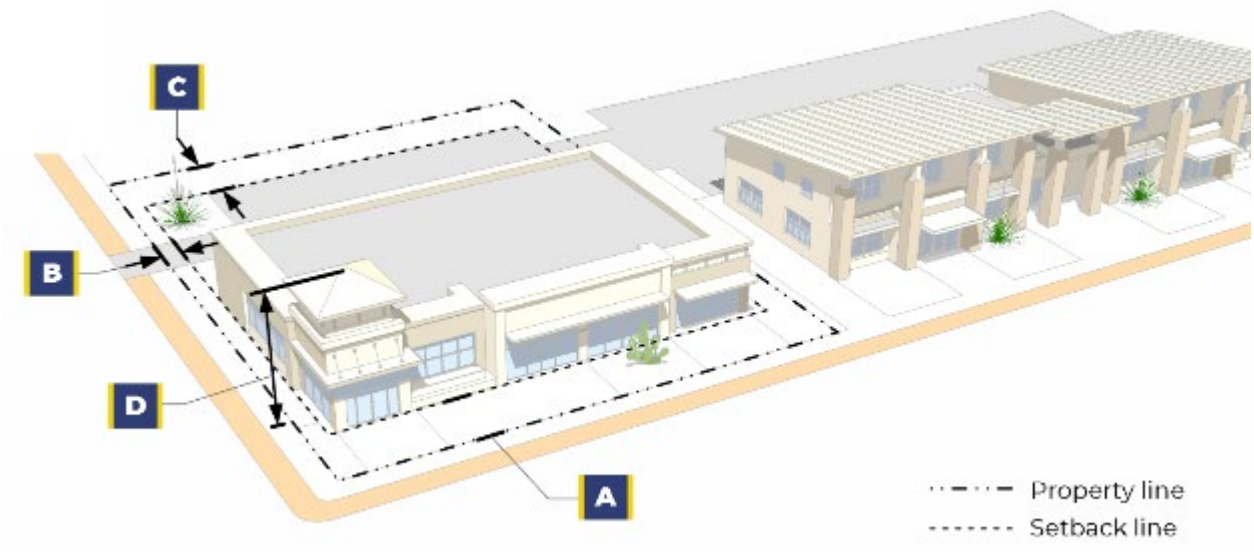


Figure 3.3-3: Office and Commercial District

E. Industrial Districts

1. I-1 – Light Industrial Purpose

The I-1 district is intended primarily for light manufacturing, processing, storage, warehousing, distribution, and similar commercial uses. Regulations are intended to prevent friction between uses within the district and also to protect nearby residential districts.

2. I-2 – General Industrial Purpose

The I-2 district is intended primarily for general manufacturing and closely related uses and allows limited commercial development. Regulations for this district prevent harmful impacts on adjacent districts through limitations on incompatible industries, while aiming to minimize burdensome regulations on general manufacturing. These regulations do not afford the same level of protection for commercial and other allowed uses not related to general manufacturing as such uses would receive if located in districts primarily designed for them.

3. Lot and Building Standards

Table 3-24: Industrial Districts Lot/Building Standards

Zoning Districts		I-1	I-2
Lots			
Lot size, min.		None	None
Lot coverage, max.		50%	60%
Setbacks, min. (ft)			
A	Front	15	15
B	Side	0	5 / 10 [2]
C	Rear	10 [1]	10 / 25 [2]
Height, max. (ft)[3]			
D	Building height	65	65

NOTES

[1] When a rear yard abuts a residential district, the setback shall increase to no less than 25 ft or 20% percent of the depth of the lot, whichever is less.

[2] The smaller setbacks apply when not abutting residential district; the larger setback applies when abutting residential district.

[3] Abutting a residential district, any part of a building taller than 38 ft in height shall be set back from each shared property line at least one foot for each two feet of additional building height above 38 ft.

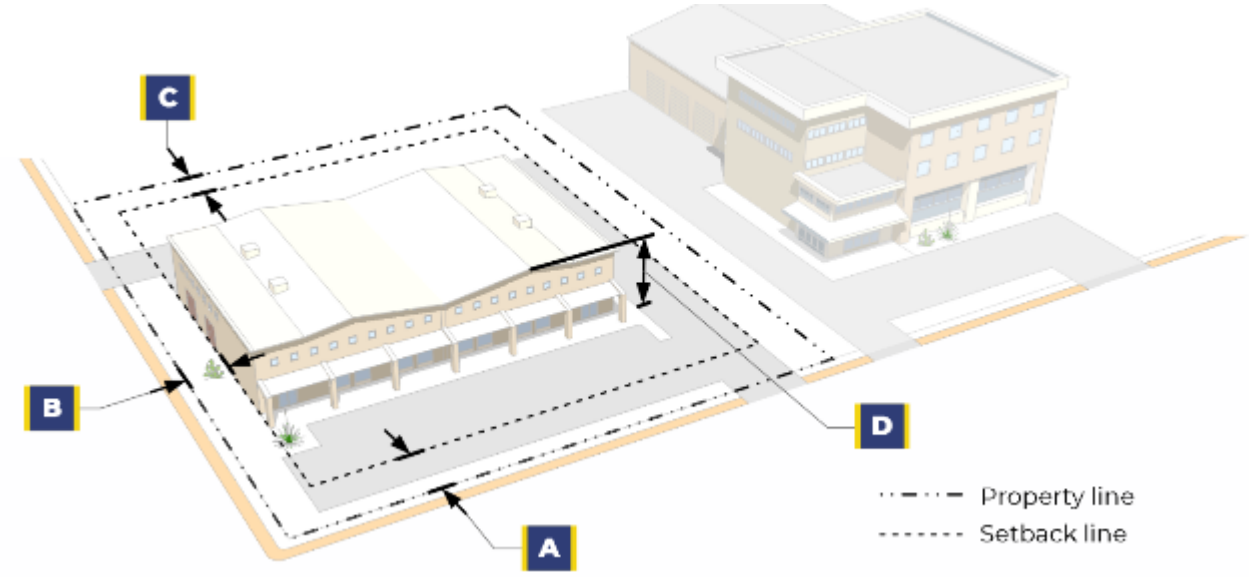


Figure 3.3-4: Industrial District

14-3.4 Special-Purpose Districts

A. Business and Industrial Park

1. Purpose

The purpose of the BIP district is to provide locations for the development of jobs in research and development activities and in offices, institutions and limited light industrial settings. The BIP district regulations intend to ensure that district locations may be adjacent to residential and commercial areas with minimum buffering. It is also the purpose of the BIP district to allow related uses that complement or support the primary employment-based uses to create a functional and pedestrian-friendly development.

2. Lot and Building Standards

Table 3-25: Business and Industrial Park Lot/Building Standards

Lots		
	Lot size, min. [1]	4 acres
	Lot coverage, max.	N/A
Setbacks, min. (ft)[2]		
A	Front	None
B	Side	None
C	Rear	None
Height, max. (ft)[3]		
D	All development	38

NOTES

[1] The four acres may be further divided into individual lots with Planning Commission approval of a master plan that encompasses the entire development.

[2] Adjacent to a residential use or zoning district, no building, parking lot, loading facility, or driveway shall be located less than 50 ft from the shared property line; however, the Planning Commission may allow setbacks to be reduced to 25 ft, depending on the proposed use and site development proposal, topography, proposed fences or walls, or dense landscape separation.

[3] No portion of any structure located within 25 ft of any residential zoning district or residential use shall exceed 26 ft in height, not including measurement of a parapet. Structures over 26 ft and up to 38 ft, exclusive of the parapet, shall be stepped back two horizontal ft for each vertical ft of additional height up to the maximum permitted.

3. Additional Standards for Property Formerly Zoned “Industrial Park”

Any property previously zoned industrial park with development plan or master plan approval on or before the date of adoption of the BIP zoning district shall be governed by and subject to the approved master plan. Where a conflict exists between the approved master plan and the requirements of this section, the more lenient standard shall prevail.

B. Hospital Zone District

1. Purpose for Christus St. Vincent Hospital Zone District

   The Christus St. Vincent HZ district is intended to accommodate medical and dental offices, pharmacies, and continuing care communities in proximity to Christus St. Vincent Hospital, while at the same time maintaining the character of the surrounding areas.

2. Boundaries

   Only properties within the area designated on the Official Zoning Map for Christus St. Vincent HZ rezoning eligibility shall be eligible for rezoning to HZ pursuant to the procedures in Section 14-2.1D.3, *Rezoning.* Amendment to the eligibility area constitutes an amendment to the text of Chapter 14 and shall comply with the procedures in Section 14-2.1D.2, *Code Text Amendment.*

3. Purpose for Las Soleras Hospital Zone District

   The Las Soleras HZ district is intended to accommodate a hospital and business and professional office uses in the Las Soleras Development.

4. Boundaries

   Property within the area defined in the Las Soleras HZ on the Official Zoning Map has already received the HZ zoning designation. It is not intended that this district be expanded.

5. Lot and Building Standards

Table 3-26: Hospital Zone Lot/Building Standards

Lots			
Lot size, min.			1/2 acre
Lot coverage, max.		Christus St. Vincent	30%
		Las Soleras district	1.8:1
Setbacks, Min. (ft)			
A	Front	7 (20 for street-facing garage or carport enclosed on three sides)	
B	Side	5	
C	Rear	15 ft, or 20% of the average depth of the lot, whichever is less	
Height, Max. (ft)			
D	Las Soleras		70
	All other HZ districts		38

C. Parks and Open Space District

1. Purpose

The POS district is intended to accommodate new and existing public parks, trails, and open space areas, allowing for the preservation of natural and/or open space areas. This district allows public and quasi-public uses, active and passive recreation uses, and accessory or support facilities customarily associated with parkland and open space, including lodges, pavilions, parking, and restrooms.

2. Lot and Building Standards

Table 3-27: Parks and Open Space Lot/Building Standards

Lots		
	Lot size, min. [1]	None
	Lot coverage, max.	N/A
Setbacks, Min. (ft)[2]		
A	Front	None
B	Side	None
C	Rear	None
Height, Max. (ft)[3]		
D		None

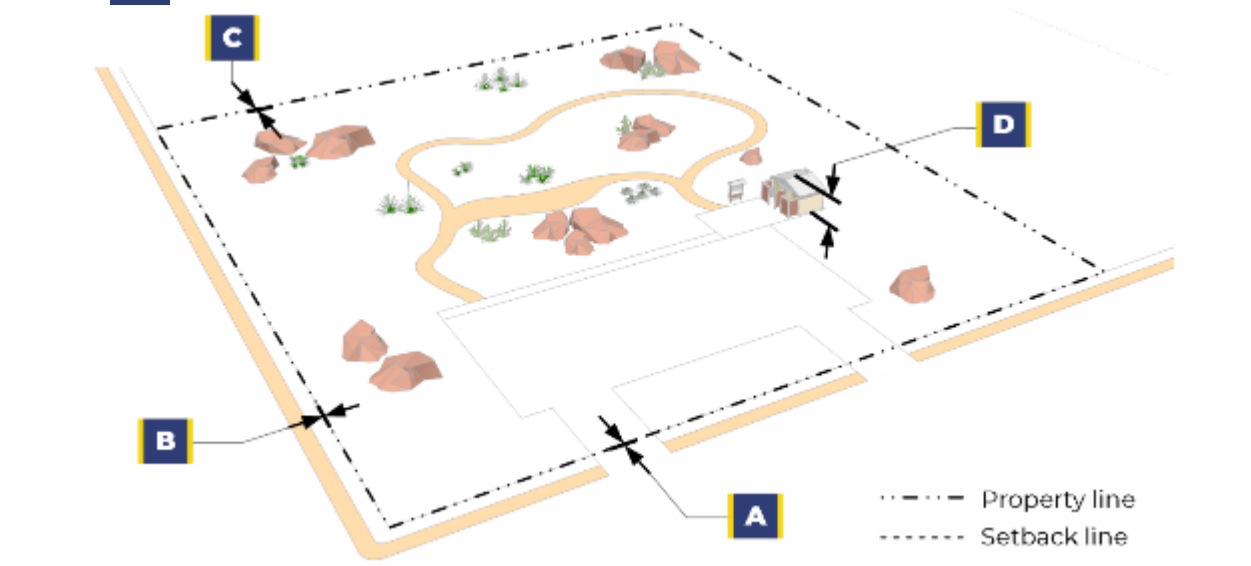


Figure 3.4-1: Parks and Open Space District

D. Planned Community Districts

1. PRC Purpose

   The Planned Residential Community (PRC) district is intended for the comprehensive and coordinated planning of large-scale residential developments on a parcel of at least 160 acres that allows for a phasing of development that will take place over a long period of time. This district allows and encourages single-family residences in conventionally platted subdivisions and clustered residential developments based on a design concept that applies innovative site-planning techniques; a mixture of residential densities intended to achieve a balanced community for all types of families; and neighborhood commercial uses of a type and intensity serving the residents of the PRC and the surrounding areas.

2. PRRC Purpose

   The Planned Resort-Residential Community (PRRC) district is intended for the comprehensive and coordinated planning of large-scale resort-residential developments on a parcel of at least 160 acres that allows for phasing of development that will take place over a long period of time. This district allows and encourages the development of resorts in conjunction with a mixture of residential uses, densities, and building types within the range of the economic market the development proposes to serve.

3. Dimensional Standards

   In both the PRC and PRRC districts, development standards shall correspond to the approved master plan, as provided in Sections 14-2.1F.4.IV.a, *Consistency with Master Plans and Preliminary Development Plans*, and 14-2.1F.5.III.d, *PRC and PRRC Master Plans.*

E. Planned Shopping Center Districts

1. Purpose

   The planned shopping center districts (SC-1, SC-2, and SC-3) districts are intended to:

   I. Provide new neighborhood, community, and regional shopping centers. The SC-1, SC-2, and SC-3 districts are intended for a unified grouping, in one or more buildings, of retail establishments, stores and services that provide for the regular needs and convenience of families residing in the adjacent residential neighborhoods or in the larger community.

   II. Allow accessory uses and structures that are compatible with the character of the district.

2. Types of SC Districts

   The three types of SC districts are distinguished by the scale of development, using trade area, market, and number and variety of retail establishments to determine the appropriate SC district, as follows:

I. SC-1, Neighborhood Shopping Center District:
   a. Radius of trade area is approximately one to one and one-half miles;
   b. Minimum market is approximately 1,000 families; and
   c. Composition of center is five to ten retail establishments, the major store is usually a supermarket or pharmacy; other retail establishments include those offering convenience goods and personal services, not including auto repair, gas stations, or residential uses; and
   d. There is a minimum site area of five to 15 acres.

II. SC-2, Community Shopping Center District:
   a. Radius of trade area is approximately four miles or more;
   b. Minimum market is approximately five thousand families; and
   c. Composition of center is ten or more retail establishments; the major retail establishment is usually a variety or department store, in addition to convenience goods and personal services as in SC-1. Other retail establishments may include gas stations, department stores, discount stores, furniture stores, and other stores and services that provide for the regular needs of families residing in the adjacent residential neighborhoods or in the larger community; and
   d. There is a minimum site area of ten to 40 acres.

III. SC-3, Regional Shopping Center District:
   a. Radius of trade area is approximately one hour drive by automobile;
   b. Minimum market is approximately 150,000 people;
   c. Composition of center is one or more department stores with 80,000-100,000 square feet of gross leasable area each and retail establishments providing convenience goods and personal services; and
   d. There is a minimum site area of 40 acres or more.

3. Rezoning Limitations

   Property is eligible for rezoning to SC if the property has the following characteristics:

I. An addition in depth to lands where frontage is already commercially-zoned;

II. Already commercially-zoned and existing development, if any, can be brought into conformance with the SC district regulations; or

III. Not already commercially-zoned in whole or in part and is not now served by appropriate and convenient shopping facilities;

IV. The shopping center will be convenient to and serve at least one residential area; and

V. The tract proposed for shopping center development is of such size, shape and location as to enable well-organized development of the commercial facilities, with proper access to streets, ingress and egress, off-street parking and loading space and other requirements and amenities.

4. Lot and Building Standards

Table 3-28: Shopping Center Lot/Building Standards

Zoning Districts		SC-1	SC-2	SC-3
Lots				
Lot size, min. (acres) [1]		5	10	40
Lot coverage, max.		N/A	N/A	N/A
Setbacks, min. (ft)				
A	Front	Minimum requirements shall be the same as those in any adjoining zoning district.		
B	Side			
C	Rear			
Height, max. (ft)				
D		38	45	45

NOTES

[1] Within the minimum required acreage, lots may be combined to meet the minimum site requirements or subdivided smaller than the minimum site requirements; as long as shopping center ownership ensures the continued maintenance of private common use areas, including open space, drives, walks and off-street parking and loading facilities. This shall be accomplished by contracts, agreements, deed restrictions, covenants running with the land or other instruments in writing.

14-3.5 Calculations, Measurements, and Exceptions

A. General Requirements

1. Applicability of Other Standards

In addition to the standards in this section, development may be subject to standards in other portions of Chapter 14, including those in Article 14-1, *General Provisions*, Article 14-5, *Use Regulations,* and Article 14-7, *Development Standards.*

2. General Standard for Measurements

Measurement of the standards in Chapter 14 shall be made as accurately as possible with measurement methods and technology commonly used in the construction industry. Where measurements are subject to specific standards contained elsewhere in Chapter 14 or are adopted by state or other regulatory agencies, those standards shall be met.

B. Density

1. Calculation of Allowable Dwelling Units

Prior to any development approval, the maximum allowable number of dwelling units shall be calculated for the site as a whole as follows:

I. Determine the total number of acres in the site to two decimal places, as certified by a professional land surveyor or professional engineer; and

II. Determine the total flood way acres in the site to two decimal places, as certified by a professional land surveyor or professional engineer; and

III. Subtract the sum of the flood way acres calculated in provision II above from total site acreage established in provision I above;

IV. Multiply the result of the calculation in provision III, remaining site acreage, by the applicable gross density factor of the zoning district;

V. For any parcel that, in whole or in part, lies in the area labeled as mountainous and difficult terrain on Exhibit "I" following Chapter 14, and where 25 percent or more of the parcel has a natural slope greater than 20 percent, multiply the result calculated in provision IV above by 0.75;

VI. The result is the allowable number of dwelling units for the site. If the result is other than a whole number, the number shall be rounded up to the nearest whole number except:

a. If the calculation is for a family transfer subdivision as described in Section 14-6.8, any decimal of 0.5 or more may be rounded up if public water and sewer serve the site; or

b. Calculations that result in other than a whole number may be rounded up for units that meet the requirements set forth in Section 14-7.2, *Santa Fe Homes Program (SFHP),* and Chapter 26-1, *Santa Fe Homes Program (SFHP)* or if it a low-priced dwelling unit that meets the requirements in Chapter 26-2.3, *Requirements for Low-Priced Dwelling Units;*

VII. SFHP development incentives pursuant to Sections 14-7.2E and 14-7.2F may increase the number of dwelling units allowed on any site; however, once a development plan has been approved, in no case shall more dwelling units be constructed than are allowed by the approved development plan.

VIII. The minimum net lot area requirement for single-family dwellings is established in subsection C.3 below; however, the number of dwelling units, and the number of lots occupied by single-family dwellings in a residential subdivision, shall not exceed the allowable number of dwelling units as calculated according to this subsection.

IX. The allowable number of dwelling units shall not be exceeded for the site as a whole, regardless of subdivisions or lot splits. In the event of subdivision or lot split, the allowed number of dwelling units shall be allocated among all resulting parcels so that no parcel exceeds the allowable number of units for that parcel calculated separately and the total number of units on all parcels shall not exceed that of the original site as a whole. A note shall be placed on the plat or development plan prior to recording the first and each subsequent subdivision or lot split that prohibits a further increase in the number of dwelling units for each portion of the site unless approved by the Governing Body as a rezoning action or other action authorized by Chapter 14.

C. Lots

1. Lot Depth

The depth of a lot shall be measured between the front and rear lot lines, perpendicular to the front lot line. In the case of irregularly shaped lots, the depth shall be the average of all such measurements along the front lot line.

2. Lot Coverage

Lot coverage is the percentage of the total area of structures on the ground in relation to the total area of the lot. The following are excluded from calculation of lot coverage:

I. The types and portions of structures listed in Section 14-3.5D, *Setbacks;*

II. Eaves and similar roof projections within two feet of the wall of a building;

III. For lots smaller than one acre, the minimum required net lot area for residential subdivisions excludes any portion of the lot devoted to public and private streets and driveway easements such as lot access driveways and fire access roads; and

IV. For single-family residential subdivisions, portions of the lot devoted to common open space or other facilities intended to serve primarily the residents of other lots are also excluded.

3. Lot Area Minimums and Lot Area Averaging

I. The minimum lot area requirement for single-family dwellings is shown in Sections 14-3.2B through 14-3.2F; however the lot area may be reduced to a minimum of 2,000 square feet if common open space is provided equal to the sum of lot area reductions within the subdivision.

II. Minimum lot area for multi-unit residential projects shall comply with the applicable density requirement for the zoning district in which the development is located.

D. Setbacks

1. No structure shall occupy a required setback except as permitted in this subsection or elsewhere in Chapter 14.

2. The following structures are exempted and may be constructed within required setbacks if they comply with height and other applicable regulations in Chapter 14 and elsewhere in the Santa Fe City Code, including Chapters 7, *Building and Housing,* 12, *Fire Prevention and Protection*, and 23, *Streets, Sidewalks and Public Places*:

I. Walls and fences;

II. Decks, planters, driveways, walkways, stairways, uncovered porches, and similar structures less than 30 inches above grade;

III. Swimming pools or other water features;

IV. Above-ground and underground facilities of public and private utilities to the extent provided in Section 14-5.3I.2, *Underground Electric and Cable Utility Lines*

V. Above-ground and underground transformers, equipment enclosures or vaults and similar facilities of public or private utilities when located and screened as provided on an approved subdivision plat, development plan or as approved by the Planning and Land Use Director;

VI. Underground pipes, wires, and conduits such as service laterals that provide utility service to the property on which they are located or that interconnect permitted structures and equipment on the property;

VII. Above-ground wires such as service drops that are necessary to connect permitted structures to existing overhead utility distribution facilities; and

VIII. Eaves or other roof projections may extend into required setbacks a distance of two feet or less.

3. Where existing development does not comply with front setback requirements of the zoning district, new development may reduce the front setback to match the average existing front setback of adjacent properties within 150 feet.

4. Setback requirements on corner lots are:

I. One setback shall comply with the zoning district requirement for front setbacks;

II. Other street setbacks shall not be less than seven feet; and

III. The provisions of this subsection do not apply to the BCD.

5. Setback Requirements

Subject to limitations set forth in Article 7-1, *Building Codes; General Provisions* and approval by the Planning and Land Use Director, any required side and/or rear setback may be reduced with the concurrence of adjoining property owners, as shown on a recorded agreement, plat, or other recorded declaration signed by the adjoining property owners. The setback reduction shall be offset by providing a corresponding increase in the setback provided on the adjoining lot.

E. Building Height

The general height limits contained in this article do not apply to structures for which specific standards are provided elsewhere in Chapter 14, including Section 14-8.5, *Walls and Fences*. In addition to the maximum height limits and height calculation methods contained in this article, structures may be subject to height limits and calculation methods in Article 14-4, *Overlay Districts,* or elsewhere in Chapter 14. Unless there is a specific provision to the contrary, the most restrictive height limit is applied as provided in Section 14-1.8, *Conflicting Provisions.*

1. Measurement of Maximum Height

No part of a structure shall be higher than the most restrictive of the following calculations:

I. The maximum height specified in the dimensional tables for each zoning district, as described in Sections 14-3.2 through 14-3.4, measured from the average of the highest point and the lowest point of the finished grade at the perimeter of the structure; or

II. The maximum height specified plus four feet, measured from the finished grade at the closest point on the perimeter of the structure; and

III. Step-back regulations for maximum heights relative to distances from property lines that apply in certain districts as set forth in the tables of dimensional standards.

2. Height of Building Attachments

Except as further restricted by Section 14-4.6, *Historic Districts,* the height limitations set out in Chapter 14 may be exceeded for chimneys, antennas, ventilators, elevator housings, roof-mounted HVAC equipment, or other non-freestanding structures placed on and anchored to the roof of a building and not intended for human occupancy, by up to four feet for residential structures and eight feet for mixed-use and nonresidential structures.

3. Telecommunication Facilities

When referring to a tower or other telecommunications structure, height is the distance measured from the finished grade to the highest point on the tower, antenna or other structure, including the base pad and any antenna.

F. Other Dimensional Calculations

1. Structure Perimeter

Structure perimeter is measured by the projected area of the structure on the ground, including all appurtenances such as eaves extending no more than two feet, bay windows, awnings, and cantilevered decks.

2. Slope Measurement

Slopes are measured at contour intervals of five feet or less. The slope percent is the relation of vertical rise from or to two-foot contour lines calculated as follows:

$$(H-L) \times 100/D$$

where H equals the highest elevation of the portion of the tract measured; L equals the lowest elevation on the portion of the tract measured; and D equals the horizontal distance between H and L.

3. Building Frontage

As used in Section 14-7.6, *Signs,* building frontage is the horizontal distance across the front of a building as near to ground level as possible. In cases where this test is indeterminate or cannot be applied, for example, where there is a diagonal corner entrance or where two or more sides of a building have entrances of equal importance and carry approximately equal amounts of pedestrian traffic, the Land

Use Director shall select the building frontage on the basis of the interior layout of the building, traffic on adjacent streets, or other indicators available.

4. Floor Area Ratio

The gross floor area of all buildings on a lot, including covered parking structures but not roof deck parking, divided by the lot area; for example: 20,000 square feet of gross floor area on a 10,000 square foot lot is a floor area ratio of 2.0:1.

G. Visibility Triangle Areas

The standards in this section are not intended to limit the authority of the Public Works Director, who may impose stricter requirements pursuant to the authority provided in Chapter 23, *Streets, Sidewalks and Public Places,* of the SFCC. Alternately, the Public Works Director may waive the standards of this Section upon a determination that adequate visibility exists consistent with the standards adopted by the American Association of State Highway and Transportation Officials (AASHTO).

1. Visibility Triangle at Driveways

At driveways that provide access to a public or private street, no parking lot, fence, wall or other structure, hedge or planting that will obstruct drivers' views of traffic shall be erected, placed or maintained within a triangular area on either side of the driveway as follows:

I. For driveways serving nonresidential uses on all streets and roads, and driveways serving residential uses on arterial and collector roads, the required visibility triangles for each driveway are determined by the Public Works Director based on AASHTO standards;

II. For driveways serving residential uses on streets and roads classified as subcollectors or lanes, obstructions between a height of three feet and six feet are prohibited within the required visibility triangles as determined by the more restrictive of:

a. Measurements of five feet along the edge of the driveway and 15 feet along the street property line; and

b. Measurements of 15 feet back from the nearest travel lane along the edge of the driveway and 30 feet along the travel lane.

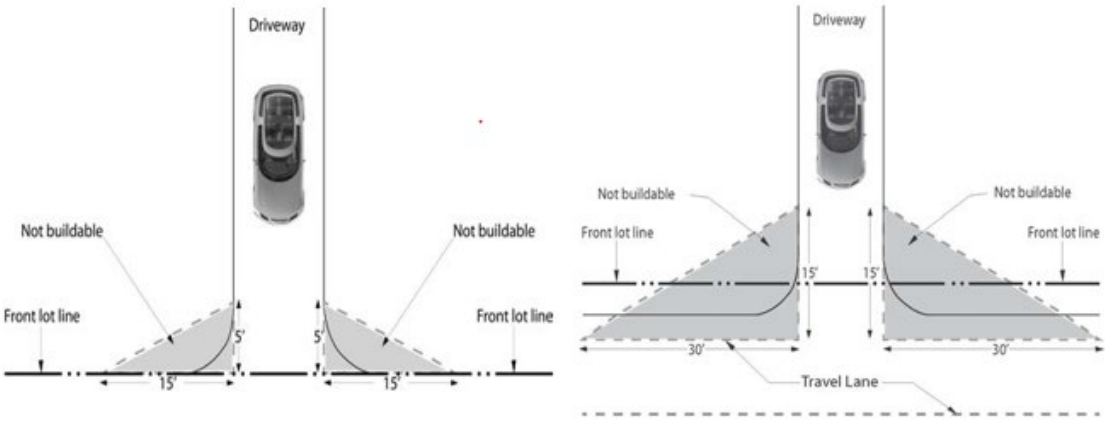


Figure 3.5-1: Visibility at Driveway Intersections

2. Visibility Triangle at Intersections

On any corner lot, no fence, wall, hedge or other planting or structure that will obstruct drivers' views of traffic shall be erected, placed, or maintained within the triangular area as follows:

I. For intersections on streets and roads classified as arterials and collectors, the required visibility triangles for each intersection are determined by the Public Works Director based on AASHTO standards.

II. For 90-degree intersections on streets and roads classified as subcollectors or lanes, obstructions between a height of three feet and six feet are prohibited within the required visibility triangles formed by the right-of-way lines at points that are 25 feet from the intersection of the right-of-way lines. On any corner lot of other than ninety degrees or on corner lots with grade variations, the visibility requirement shall be adjusted by the Public Works Director based on AASHTO standards to ensure public safety.

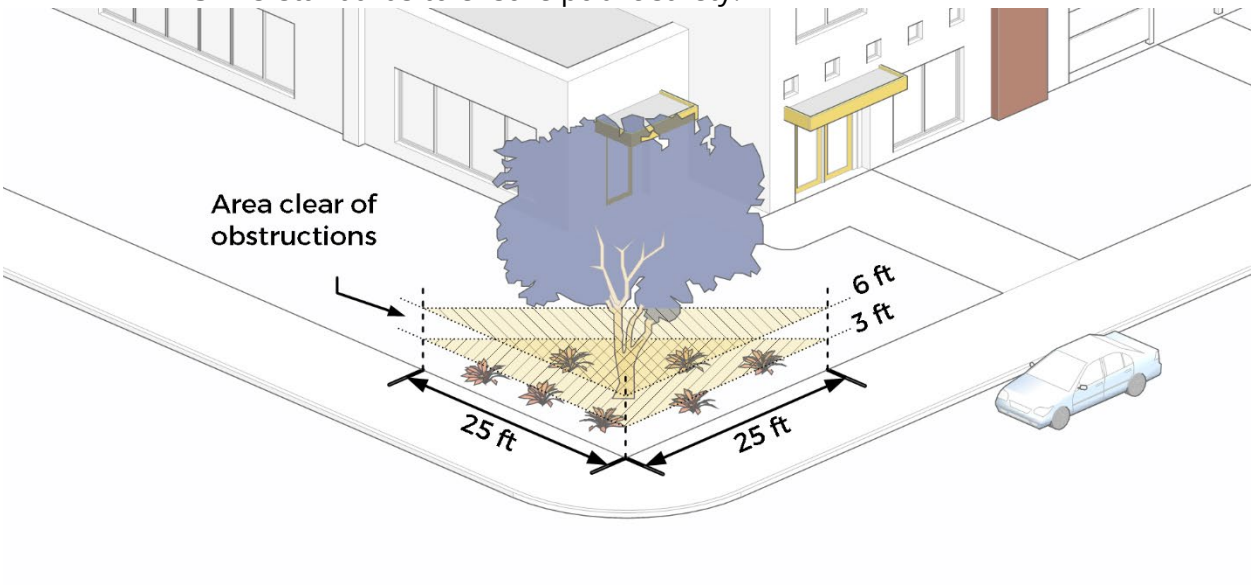


Figure 3.5-2: Visibility Triangle at Intersections

3. Street Setback for Garage or Carport

This subsection applies to public and private streets including lot access driveways, but does not apply to alleys.

I. A garage or carport enclosed on three sides with a vehicle entry facing the street shall be set back at least 20 feet from the street property line as shown in Figure 3.5-3, except as provided in provision II below.

II. An unenclosed carport with a vehicle entry facing the street may be constructed in accordance with the minimum street yard requirements applicable to principal structures for the district within which it is located, provided that:
   a. The carport is set back at least seven feet from the street property line; and
   b. The carport is fully open on three or more sides and is constructed of materials and an architectural style that is the same as, or compatible with, the principal dwelling unit; and
   c. Use of the carport is restricted to temporary parking of currently registered, operable passenger automobiles, light trucks or motorcycles for the non-commercial use of the residents; and
   d. Storage of any material other than personal motor vehicles is prohibited.

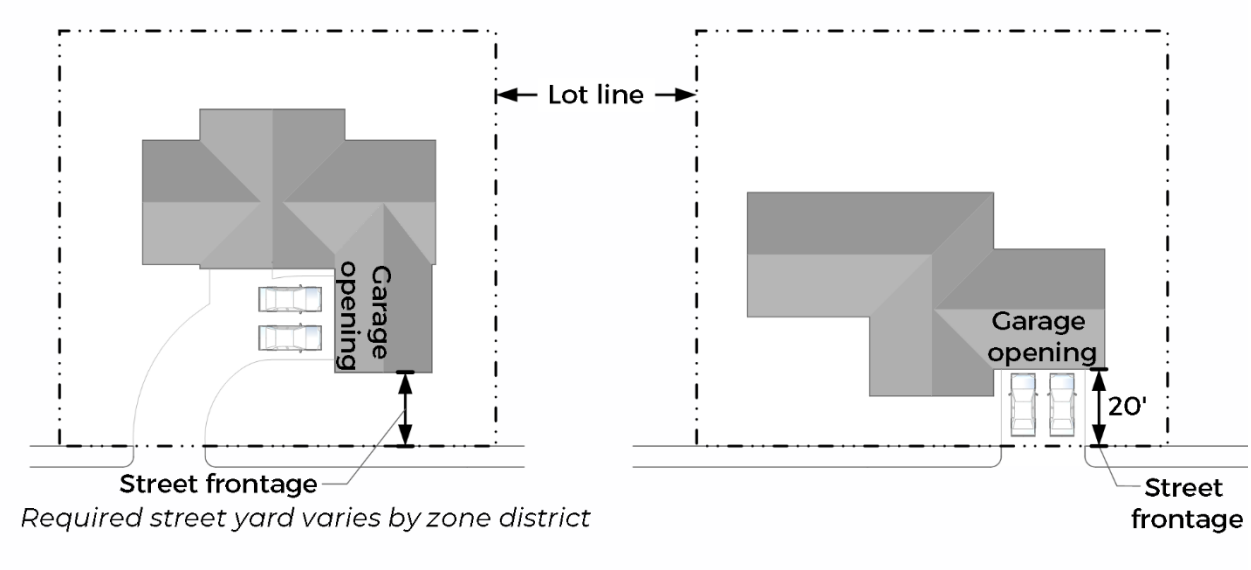


Figure 3.5-3: Street Setback for Garage or Carport

Article 14-4 Overlay Districts

14-4.1 General Provisions

The overlay zoning districts of this article are intended to apply in combination with the underlying base zoning districts of Article 14-3, *Zoning Districts,* to impose regulations and standards in addition to those required by the underlying districts. When the requirements of an overlay district are in conflict with those of the underlying district or those of another overlay district, the more restrictive limitation or requirement shall control, as provided for in Section 14-1.8, *Conflicting Provisions.*

A. Creation of New Overlay Districts

1. Historic Overlay District

   A new historic overlay district may be created following the procedure described in Section 14-2.1G.2. Because the creation of a new overlay district is a rezoning, any such new historic overlay shall also be subject to the standards and requirements described in Section 14-2.1D.3, *Rezoning.*

2. Neighborhood Conservation Overlay District

I. Purpose

This section is intended to provide a mechanism whereby residents of a neighborhood may seek to conserve the unique physical character of their neighborhood by collectively identifying the neighborhood's distinctive physical characteristics, which may include: streetscape, architectural features, lot coverage, setbacks, height, and some property uses. Establishment of neighborhood conservation overlay enables tailored regulations that preserve the attributes of the built environment that make the neighborhood distinctive and promote better harmony between existing structures and new development. The neighborhood conservation overlay shall not be used to resist minor changes in neighborhood character.

II. Additional Overlay District Requirements

If a neighborhood conservation overlay district is contained within one or overlaps with another zoning overlay district, the most restrictive set of requirements shall prevail; however, one neighborhood conservation overlay district shall not be included within or overlap with the boundary of another neighborhood conservation overlay district.

III. Nonconforming Structures and Uses

A structure or use located in a neighborhood conservation overlay district that does not meet the requirements for the applicable neighborhood conservation overlay district shall be considered legal nonconforming and shall comply with Section 14-1.13, *Nonconformities.*

IV. Procedure for Creation of Neighborhood Conservation Overlay District
   a. Except as set forth in Subsection 14-4.1(A)(2)(VI), prior to creating a neighborhood conservation overlay district, a neighborhood plan with an implementation policy recommending the creation of the neighborhood conservation overlay district shall be adopted as a General Plan amendment, as set forth in Section 14-2.1C.
   b. The creation of a specific neighborhood conservation overlay district shall follow the procedures set forth in Section 14-2.1D.3, *Rezoning*.
   c. After a neighborhood conservation overlay district is established, amendments to the overlay's boundaries or requirements shall follow the provisions outlined in this section.

V. Neighborhood Conservation Overlay District Requirements
   a. At a minimum, a neighborhood conservation overlay district shall include all residentially zoned property within an area no fewer than two city blocks or four blockfaces, unless the Planning and Land Use Director determines that the blocks are unusually long or short or that the neighborhood characteristics are significantly different within the blocks.
   b. A neighborhood conservation overlay district may regulate the following:
      1. Building design, including scale, massing, and distinctive architectural characteristics such as front porches, height, or roof styles;
      2. Streetscape, including lot frontage, fences, walls, parking, lighting, and landscaping;
      3. Density, except density bonuses as allowed in the SFHP;
      4. Lot coverage;
      5. Setbacks;
      6. Building height; and
      7. Property use, except as set forth in provision c below in this subsection.
   c. Neighborhood conservation overlay districts shall not restrict the following:
      1. Citywide policies and priorities;
      2. Dwelling units marketed to or occupied by any certain income such as any residential units covered by the Santa Fe Homes Program;
      3. Home occupations as set forth in Section 14-5.3C.6.
      4. Group or foster homes;
      5. Day care facilities;
      6. Public or private elementary or secondary schools;
      7. Religious institutions; or
      8. Other uses determined by the Planning and Land Use Director as necessary for the health and safety of the neighborhood.
   d. Requirements shall be measurable, definitive and uniform and enforceable by the Planning and Land Use Director through the approval procedures set forth in Chapter 14 and the issuance of a construction permit.

e. When a land use application for a property within the boundaries of a proposed neighborhood conservation district has been submitted prior to the date of adoption of a neighborhood conservation overlay district, the regulations of the neighborhood conservation overlay district shall not apply. If a subsequent but separate application for the same property is submitted after the date of adoption of the neighborhood conservation overlay district, the requirements of the overlay district shall apply.

f. It is not the intent of the neighborhood conservation overlay districts to enforce private covenants.

VI. Alternative for Creation of Neighborhood Conservation Overlay District

The procedures set forth in this subsection apply only when the Planning and Land Use Director has accepted the petition for the preparation of a neighborhood plan, but the city is unable to begin the process for the neighborhood plan within 60 days (see Section 14-2.1C.5.III.f.4). For the purpose of calculating the percentages required in this subsection, each parcel is entitled to a single vote no matter how many persons or entities might own the parcel.

a. Petition

A neighborhood may petition the city to develop a neighborhood conservation overlay district. The petition shall contain a description of the proposed boundaries of the neighborhood conservation overlay district and the signatures of 51 percent of the property owners of record in that area. The city may request proof of ownership.

b. Inventory

An inventory of characteristics that are proposed to be regulated within the proposed neighborhood conservation overlay district shall be completed by the neighborhood with assistance from city staff. The characteristics may include some or all of those characteristics described in Subsection 14-4.1A.2.V.b.

c. Public Meetings
   1. Upon verification of the petition by the Planning and Land Use Director, department staff shall hold at least two public meetings at which the proposed neighborhood conservation overlay district boundaries and requirements shall be discussed and developed. The meetings shall be coordinated with city staff and held at a reasonable time and place to maximize public attendance.
   2. Notice for each public meeting shall follow the notice requirements for early neighborhood notification as set forth in Sections 14-2.1B.1.II and 14-2.1B.4.II. In addition to the postal notification, persons required to be notified of the public meetings may request an email notification from the city on the same day that postal notification is mailed for second or subsequent public meetings. In the event that the proposed boundaries are enlarged, notice shall be given to those additional property owners and physical addressees as if for the first scheduled meeting.

d. Neighborhood Ballot
   1. When the Planning and Land Use Director has determined that forty percent of the property owners of record within the proposed boundaries in attendance or represented by written proxy at the public meeting agree to the final proposed requirements governing the proposed neighborhood conservation overlay district, the Planning and Land Use Director shall mail a ballot by regular mail to all property owners of record within those boundaries. The ballot shall ask for a single affirmative or negative vote for the proposed requirements. The city shall include a stamped envelope addressed to the Planning and Land Use Director for returning ballots.
   2. If within 30 days of mailing the ballot, the city receives an affirmative vote of the proposed requirements by sixty-seven percent of the property owners within the proposed boundaries, the proposed neighborhood conservation overlay district requirements shall be deemed to be approved by the neighborhood. The Planning and Land Use Director may extend the 30 days for an additional 15 days due to unforeseen circumstances.
   3. If the proposed requirements are not voted on in the affirmative by 67 percent of the property owners, a like or similar petition shall not be submitted within 12 months from the date of verification by the city that the proposed neighborhood conservation overlay district has failed to receive the required affirmative vote.

e. Rezoning Required
   After the proposed neighborhood conservation overlay district requirements have been approved by the neighborhood, the procedure set forth in Section 14-2.1D.3, *Rezoning,* with notice as set forth in Section

14-2.1B.4.II, shall be followed for a rezoning. After a neighborhood conservation overlay district is officially created, amendments to the boundaries or the requirements shall also follow the provisions outlined in this subsection.

3. PUD – Planned Unit Development District

I. Purpose

a. This section is intended to allow the creation of planned districts, each conceived as a unit of cohesive development and integrated uses in either a single development operation or a planned series of development operations that may take place over a period of several years.

b. It is also intended to allow and encourage innovative site planning and design to ensure that each planned unit development compatibly integrates with development on adjoining properties and creates an attractive, healthful, sustainable and stable environment for living and working that is superior to the development attainable under existing zoning regulations.

c. It is further intended that PUD regulations in this section and throughout Chapter 14 accomplish the purposes of land use regulation to the same degree that existing zoning regulations do in cases where planning and development are not on a unified basis.

II. Land Eligible

A PUD district may overlay any zoning district or any portion of a zoning district as long as it is consistent with existing plans for streets, utilities, parks, and other uses and structures.

III. Rezoning Requirements

a. An application for PUD rezoning shall be accompanied by a preliminary Development Plan and other related documents reasonably necessary to determine compliance with Chapter 14 as may be required by the Land Use Director.

b. At the time an application for PUD rezoning is filed, the applicant may submit a proposed final Development Plan and request that the requirement for a preliminary Development Plan be waived. The Planning Commission and the Governing Body may approve or deny the request to waive the preliminary Development Plan as part of their review of the PUD rezoning application.

IV. Uses

Permitted, conditional use approval, and prohibited uses within the PUD are the same as in the underlying zoning district.

V. Standards

a. The development, design and landscaping standards permitted in the PUD may vary from the standards of the underlying district, provided that findings of fact are made that such variation:

1. Meets the PUD purpose set forth in Subsection 14-4.1A.3.I by creating a unified development that is superior to what would otherwise be attainable,
2. Is appropriate in relation to the overall development, and
3. Minimizes the impact on surrounding properties.

b. The density of population and intensity of land use allowed by the underlying zoning district shall be the overall density and intensity in the PUD. As long as the overall PUD density and intensity remain unchanged, the density and intensity of different local sites within the PUD may vary;

c. Examples of the development, design and landscaping standards variable in the PUD include:

1. Lot size;
2. Housing type;
3. Housing configuration;
4. Yards / setbacks;
5. Height;
6. Lot coverage;
7. Distance between buildings;
8. Terrain management; and
9. Mountainous and difficult terrain.

d. Where no variation of a development, design or landscaping standard has been approved, the development, design or landscaping standard at issue shall be the same as in the underlying district.

B. Existing Overlay Districts

1. The following overlay districts are created:

I. Archaeological Review Districts;

II. Arts and Crafts District;

III. Escarpment Overlay District;

IV. Highway Corridor Protection Districts;

V. Historic (H) Districts; and

VI. West Santa Fe River Corridor District.

2. Any rezoning requirements set forth in this article are in addition to the requirements set forth in Section 14-2.1D.3, *Rezoning,* which apply to all rezonings.

14-4.2 Archeological Review Districts

A. Purpose

To promote the economic, cultural, and general welfare of the people of Santa Fe, the Governing Body deems it essential that the qualities relating to the unique cultural traditions, prehistory and history of Santa Fe, which attract tourists and residents alike, be preserved by establishing three Archaeological Review districts. The purpose of these districts is to:

1. Recognize the value of archaeological resources from all periods of history and prehistory, including prehistoric Native American settlements, Spanish colonization and settlement and settlement and development under Mexican and American governments;
2. Provide the means for identifying archaeological sites by requiring surveys and test excavations, depending on the district, through the development review, demolition permit, and construction permit process;
3. Provide the means by which archaeological sites may be evaluated for their potential contribution to cultural, educational, historic, economic and scientific concerns;
4. Establish a procedure for treatment of archaeological resources on private and public land, thereby mitigating the information loss from the sometimes unavoidable destruction of archaeological resources and providing for the treatment of those resources that can be preserved; and
5. Provide methods for the emergency treatment of archaeological resources found through unexpected discovery.

B. Application to State and Its Agencies, Political Subdivisions, or Instrumentalities

Pursuant to Sections 3-22-1 through 3-22-6 NMSA 1978, *Historic Districts and Landmarks,* the provisions of this section apply to the state and its agencies, political subdivisions and instrumentalities, as well as to any other entity or activity in the Archaeological Review districts.

C. Establishment of Districts and Boundaries

1. Districts Established

   Three archaeological review districts are established, to be known as the historic downtown, the river and trails, and the suburban archaeological review districts.

2. Boundaries

The boundaries of the historic downtown, the river and trails, and the suburban archaeological review districts are as shown on the Official Zoning Map. The boundaries are determined by the following criteria:

I. Historic Downtown Archaeological Review District

The center of Santa Fe since 1610 and occupied by Native Americans prior to that time, land within the historic downtown archaeological review district has a high potential of containing significant cultural remains and is part of the historic core of Santa Fe;

II. River and Trails Archaeological Review District

An area of prehistoric Native American occupation, settled by early Spanish colonists, and being primary transportation routes important to the settlement of Santa Fe, the river and trails archaeological review district has a high potential of containing significant cultural remains and is part of the Santa Fe river floodplain, escarpment, or ridges above the escarpment, and land adjacent to those areas, and contains historic trails such as Santa Fe Trail, Galisteo Road and Agua Fria;

III. Suburban Archaeological Review District

Land within the suburban archaeological review district has a moderate potential of containing significant cultural remains and is not a part of the historic downtown or the river and trails archaeological review districts.

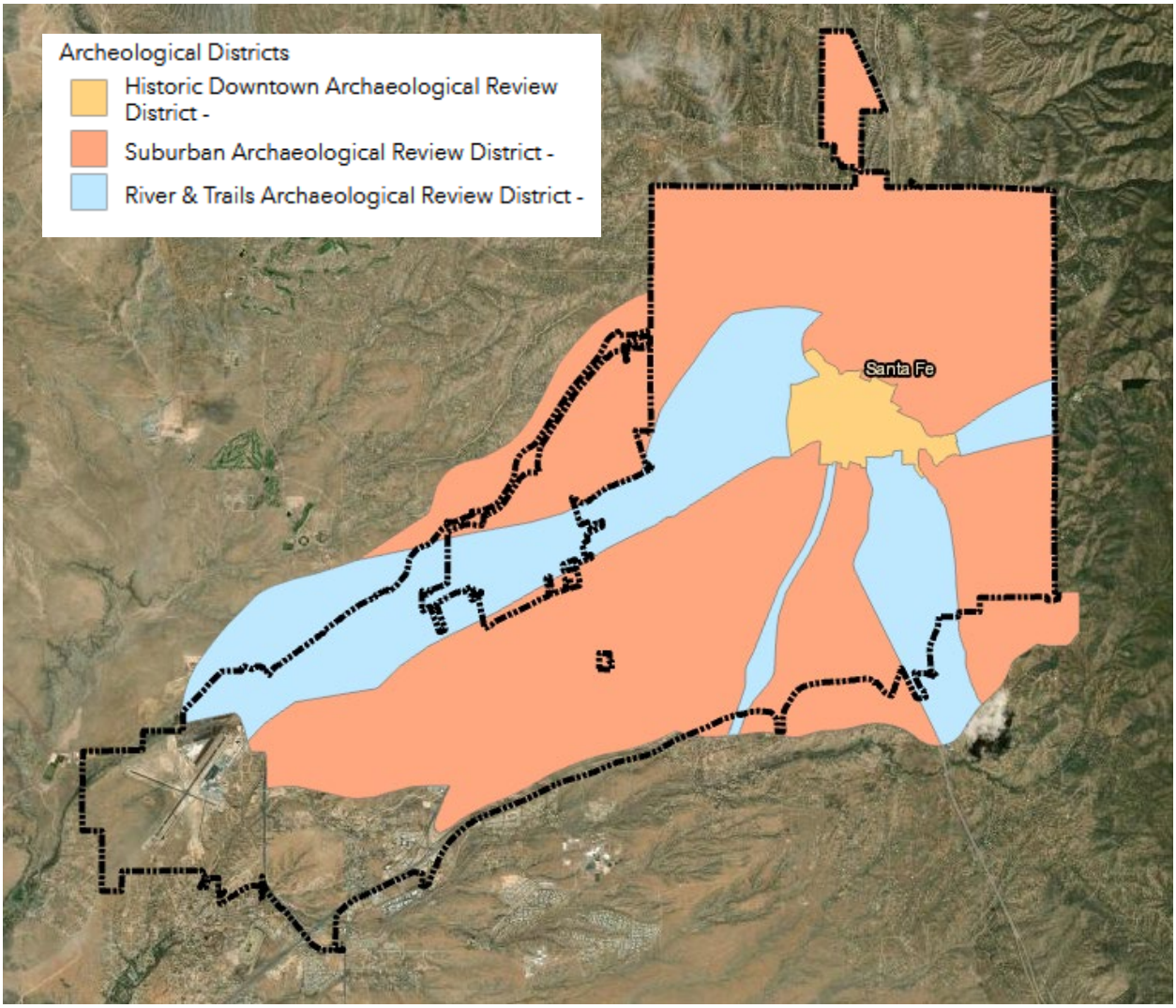


Figure 4.2-1: Archeological Review Districts Boundaries

3. Map Revisions

The archaeological review districts may be revised upon a recommendation of the Archaeological Review Committee as approved by the Governing Body. In revising the district boundaries, the Committee shall follow the criteria set forth in provision 2. above.

D. Archaeological Clearance Permit Required

An archaeological clearance permit is required for certain types of development activity within the archaeological review districts, as described below.

1. Historic Downtown Archaeological Review District

In this district, an archaeological clearance permit shall be required:

I. Prior to issuance of a construction permit for projects with gross lot coverage of 2,500 square feet or more involving new construction, parking lots, and/or alterations.

II. Prior to issuance of a grading permit for projects with 2,500 square feet or more in gross lot coverage.

III. Prior to ground-disturbing work within 25 feet of a known archaeological site.

IV. For all City projects over 2,500 square feet in gross lot coverage.

V. For alterations, if the ground is dug up, graded, or otherwise disturbed.

VI. No archaeological clearance permit is required for a demolition permit except when the request is for demolition of a structure that is more than 75 years old and part of a project requiring an archaeological clearance permit. In that situation, staff for the Archaeological Review Committee shall issue a report to the Historic Districts Review Board as set forth in Section 14-2.1G.3, *Demolition of Historic or Landmark Structure,* stating whether demolition will damage possible archaeological artifacts. If the Board determines that damage may occur, then it may refer the case to the Archaeological Review Committee requesting that requirements for an archaeological clearance permit be met before a demolition permit is issued.

2. River and Trails Archaeological Review District

In this district, an archaeological clearance permit shall be required prior to approval of the final development plan or plat for the following projects:

I. All annexations, rezonings, subdivisions, planned unit developments, or other development requiring approval by the Planning Commission, having over two acres, or having any part lying within the area identified as the Santa Fe Trail.

II. All City projects over two acres in size.

III. All City park projects over one acre in size.

3. Suburban Archaeological Review District

In this district, an archaeological clearance permit shall be required prior to approval of the final development plan or plat for the following projects:

I. All annexations, rezonings, subdivisions, planned unit developments, or other development requiring approval by the Planning Commission, having over ten acres in size.

II. All City projects over two acres in size.

III. All City park projects over one acre in size.

4. Utility Mains

An archaeological clearance permit is required for new construction of sewer mains or main lines of other utilities such as telephone lines, gas lines, and fiber optics, including the entire construction easement:

I. With an extension of 50 feet or more if the main is in the historic downtown archaeological review district.

II. With an extension of 100 feet or more if the main is in the river and trails review district.

III. With an extension of 200 feet or more if the main is in suburban archaeological review district.

5. Exemptions

No exemptions apply in locations and to projects where there is a known archeological site.

I. Applicants who are requesting archaeological approval from federal agencies are exempted from requirements of the archaeological review districts ordinance, except that applicants must submit evidence to City staff of the application to the federal agency, along with the reconnaissance report and any other reports made to the federal agencies.

II. On projects receiving federal funding, the Archeological Review Committee may not have an advisory role, depending on the terms of the funding.

III. Applicants requesting a lot split subdivision are exempted from the requirement of archaeological review districts and for archaeological clearance permits.

IV. In the river and trails or suburban districts, inheritance and family transfer subdivisions are also exempt.

V. Applicants whose land is in an area where archaeological reconnaissance, excavation, or other treatment has previously been completed and no archaeological resources were found, are exempt from the reconnaissance, excavation, or other treatment, upon submitting evidence of this prior work to City staff. An exemption from any one requirement for an archaeological clearance permit does not exempt the applicant from other requirements of the Archaeological Review Districts Ordinance.

6. Environmental Assessments or Impact Statements

All environmental assessment or impact statements produced by or for the City for City projects shall include an archaeological element containing as a minimum, an archaeological reconnaissance as required for the archaeological review districts in which the project is located.

14-4.3 Arts and Crafts

A. Purpose

The Arts and Crafts (AC) overlay district is intended to allow arts and crafts and other related commercial uses in eligible underlying base districts. Within this overlay district:

1. Residential and limited office and retail commercial uses are intermixed with small arts and crafts shops, studios and galleries where the goods traded are custom-produced in small quantities and are often one of a kind;
2. Arts or crafts are taught to small numbers of people; or
3. Small numbers of people are engaged in arts and crafts activities.

B. Applicability

An AC district may overlay any residential base zoning district or any portion of a residential base zoning district.

C. Uses

The allowed principal uses, accessory uses, and special exceptions of the AC district are the same as the underlying residential base zoning district with the addition of those uses specified in Table 4-1 below.

Table 4-1: Additional Permitted Uses in the AC Overlay

Category	Specific Use	Permission
Residential	Accessory building or structure	Accessory
	Children's play area and play equipment	Accessory
	Dwelling, live-work	Permitted
	Greenhouse or plant nursery, non-commercial (accessory)	Accessory
Public, Civic, Institutional	Religious, educational, or charitable institution	Conditional use approval required
	Medical or dental office or clinic	Conditional use approval required
Commercial	Art supply store	Permitted
	Arts and crafts studio, gallery, or school	Permitted
	Antique store	Permitted
	Bar, cocktail lounge, nightclub, with or without outdoor entertainment	Conditional use approval required
	Bookshop	Permitted
	Business or professional office (excluding medical or dental office)	Conditional use approval required
	Cabinet shop, custom	Permitted
	Dance studio	Permitted
	Florist shop	Permitted

Table 4-1: Additional Permitted Uses in the AC Overlay

Category	Specific Use	Permission
	Photography studio	Permitted
	Private club or lodge	Conditional use approval required
	Restaurant, full service, with or without incidental alcohol service	Conditional use approval required
	Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area	Conditional use approval required
	Theater, live productions	Conditional use approval required
	Tailoring or alterations shop	Permitted

D. Standards

The development and design standards within the AC district are the same as the underlying residential base zoning district; however, no more than 3,000 square feet of the gross floor area of any building may be used for nonresidential purposes.

14-4.4 Escarpment Overlay District

A. Purpose

The escarpment overlay district is established in order to:

1. Preserve the natural environment, aesthetic beauty, and the distinctive and historic ridgetop and foothills area environment as a visual asset for the benefit of the community by restricting development in these areas;
2. Protect the mountain views and scenic vistas from the city by limiting development that is highly visible on or about the ridgetop areas of the foothills;
3. Protect land that is environmentally sensitive due to the presence of steep slopes, erosion and drainage problems, and other environmental attributes;
4. Reduce wildfire risk; and
5. Encourage the conservation of water, especially for maintaining landscaping materials.

B. Intent

To accomplish the purposes underlying the creation of the escarpment overlay district, this section:

1. Identifies and delineates the ridgetop and foothills subdistricts;
2. Prohibits development in the ridgetop subdistrict, other than driveway access and utility alignments, for lots created after February 26, 1992, as provided hereinafter;
3. Regulates the permissible color, architectural style, size, and height of structures;
4. Regulates the permissible artificial exterior lighting for structures, streets, and drives;
5. Regulates the permissible locations for placement of all utilities and driveway access;
6. Establishes criteria for landscaping, grading, and revegetation; and
7. Regulates other matters as appropriate to preserve the environment and reduce the visual impact while allowing limited development within the escarpment overlay district.

C. District Boundaries

1. The boundaries of the escarpment overlay district, as well as the boundaries of the ridgetop and foothills subdistricts and the location of the view line, are established and shown on the City's official escarpment overlay district map, available electronically.
2. The Planning and Land Use Department in conjunction with the GIS division shall be responsible for tracking and maintaining all official changes to the map and shall be the final authority of reference as to the current status of lands, buildings, and other structures within the overlay and throughout the city.
3. Except as set forth in provision 4 below, amendments to the escarpment overlay map shall be made by the Governing Body following the procedure described in Section 14-2.1D.3, *Rezoning*. The official escarpment overlay district map shall be updated within 30 days to reflect any such rezonings approved by the Governing Body.
4. Non-substantive changes, as described in Section 14-3.1D.1.V, to the official escarpment overlay map may be made by the Planning and Land Use Department in conjunction with the GIS Division to change the appearance, style, color, or graphic presentation of the map. In addition, the Planning and Land Use Department and GIS may make corrections based on oversight or error, for the purpose of identifying official actions that are not reflected or are incorrectly reflected on the official escarpment overlay map. Such corrections shall be administratively approved in writing by the Planning and Land Use Director and the GIS Manager, unless the Director chooses to submit proposed non-substantive changes to the Governing Body for their advice and consent. Non-substantive changes submitted to the Governing Body for review do not require a public hearing, public notification, or action by the Planning Commission.

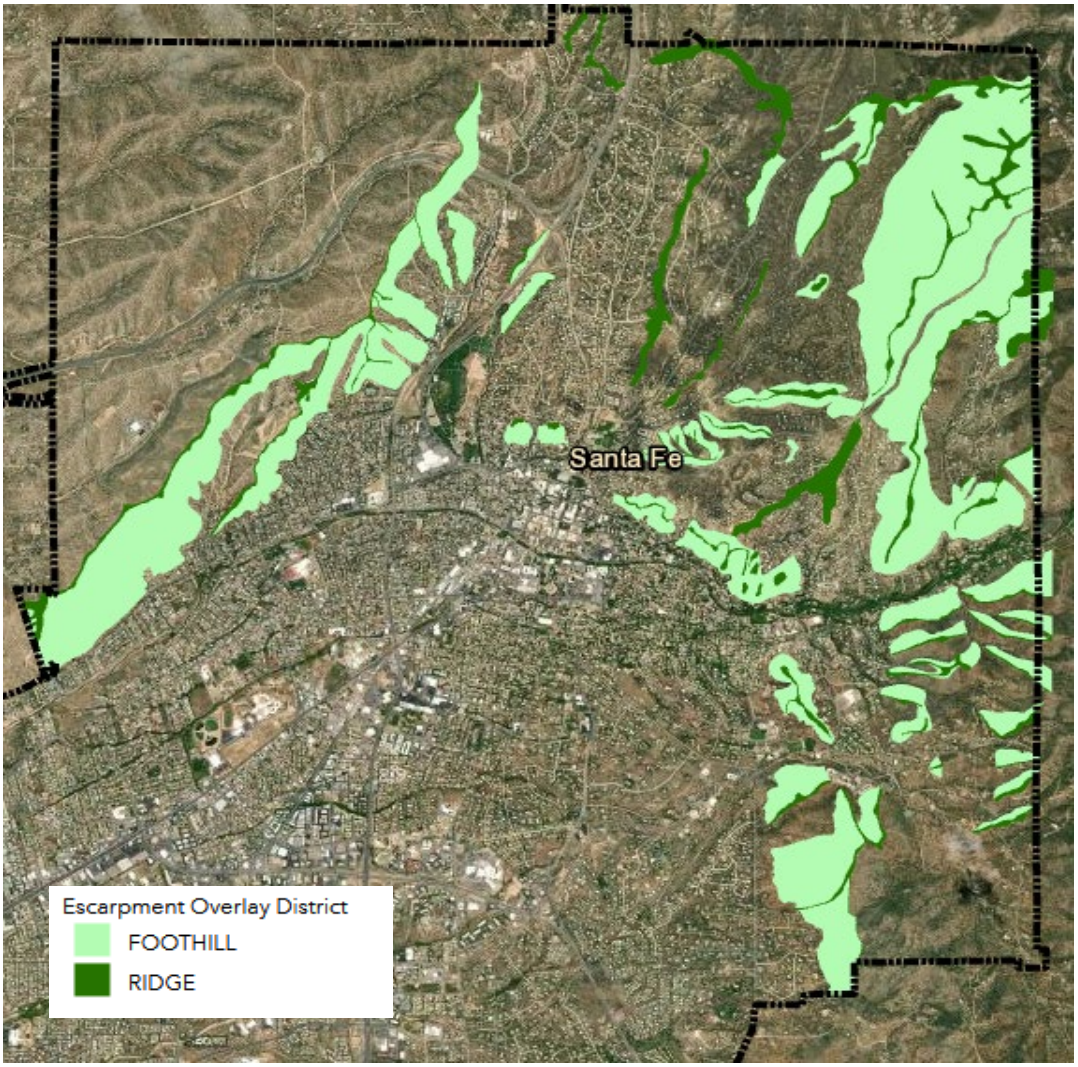


Figure 4.4-1: Escarpment Overlay District Boundaries

D. Subdivision or Resubdivision of Land

1. This subsection applies to lots subdivided or resubdivided after February 26, 1992.
2. No land located in whole or in part in the escarpment overlay district shall be subdivided or resubdivided, nor shall a subdivision or resubdivision plat be approved for such land, if any lot fails to have at least one buildable site on the lot, located entirely outside the ridgetop subdistrict, and able to comply with terrain and stormwater management requirements as set forth in Section 14-8.2, *Terrain and Stormwater Management.*
3. The requirement for each lot to have a buildable site outside the ridgetop subdistrict may increase minimum lot size or decrease density beyond what is normally authorized by the underlying base zoning district for the parcel of land, thus serving to further limit the minimum lot size and allowable density.

4. To minimize the impact of density reduction and minimum lot size restrictions caused by the preceding provisions 2 and 3 of this subsection, applicants are encouraged to consider development alternatives such as planned unit developments and cluster developments which site structures in the foothills subdistrict, or outside the escarpment overlay district.

E. Location of Structures; Buildable Site

1. For all lots subdivided or resubdivided on or before February 26, 1992, all structures shall be located within the foothills subdistrict unless the only buildable site is located withing the ridgetop subdistrict. For all lots subdivided or resubdivided after February 26, 1992, development in the ridgetop subdistrict, other than driveway access and utilities, is prohibited.
2. All structures or parts of a structure shall be located inside the approved buildable site as shown on the approved plat. If no buildable site is indicated on the approved plat, the buildable site shall be approved by staff at time of construction permit. Modifications to the buildable site shown on the plat can be made by staff at time of construction permit. In all cases the buildable site shall comply with the following:
   I. Provision E.1 above in this subsection; and
   II. The definition of buildable site as set forth in Section 14-9.3, *General Definitions.*
3. Structures shall be sited as far from the viewline as possible unless staff approves an alternate siting meeting the following criteria:
   I. The alternate siting shall be located within the approved buildable site as set forth in provision 2 above.
   II. In no case shall a structure's alternate siting be permitted in the ridgetop subdistrict for a lot subdivided or resubdivided after February 26, 1992.
   III. For lots subdivided or resubdivided on or before February 26, 1992, with a buildable site in the foothills subdistrict, the structure shall be designed and built as far from the viewline as possible in the foothills subdistrict. However, upon request of an applicant, staff may:
      a. Approve an alternate siting in the foothills subdistrict if such siting of the structure will decrease the visual impact beyond what would occur if the structure were sited in the foothills subdistrict as far from the viewline as possible; or
      b. Approve an alternate siting in the ridgetop subdistrict if such siting of the structure will decrease the visual impact beyond what would occur if the structure were to be sited in the foothills subdistrict as far from the viewline as possible.

IV. For a lot subdivided or resubdivided on or before February 26,1992, without a buildable site outside the ridgetop subdistrict, the alternate siting may be approved if such siting of the structure will decrease the visual impact of the structure beyond what would occur if the structure were to be sited as far from the viewline as possible.

V. For lots subdivided or resubdivided after February 26, 1992, the structure shall be designed and built as far from the viewline as possible in the foothills subdistrict. An alternate siting in the foothills subdistrict may be approved if such siting of the structure will decrease the visual impact beyond what would occur if the structure were to be sited as far from the viewline as possible.

VI. In determining the visual impact, staff shall consider the following, and as may be amended by the Governing Body:
   a. The public interest is protected and the modification does not nullify the intent or purpose of this chapter;
   b. Existing topography;
   c. Effect on existing vegetation;
   d. Location of existing infrastructure;
   e. Proposed site improvements; and
   f. Any other change that would protect the public interest, reduce the visual impact and further the objectives of this section.

4. Siting of all structures within the escarpment overlay district shall be approved by City staff. No building or grading permit shall be granted until approval for siting of the structures has been granted by City staff.

   I. A pre-application meeting with City staff is required for a construction permit, grading permit, driveway cut, or any other type of development, for any property that is located entirely or partially within the escarpment overlay district.

   II. The applicant shall indicate on a buildable site diagram all areas of the lot meeting the definition of buildable site as defined in Section 14-9.3, *General Definitions.* If the applicant is requesting an alternate location as set forth in Subsection E.3 above, the applicant shall submit all documentation necessary to evaluate the request. At that time, proper siting for the proposed activity will be determined and applicable escarpment overlay district regulations will be reviewed.

   III. A construction permit application submittal form will be issued by City staff once all of the prerequisites for the escarpment overlay district construction permit application are reviewed. This form shall be attached to all sets of the building or grading permit submittal. Issuance of this form does not imply preapproval of the construction permit application.

F. Architectural and Site Standards

1. Applicability

   New structures or extensions of existing structures shall be required to comply with all applicable provisions of this section.

2. Permitted Colors
   I. All structures shall be the browns and tans of local earth tones, or darker, within 50 feet of the area immediately adjacent to the proposed structures, as approved by the Planning and Land Use Department.
   II. Stone surfaces shall be left in their natural state.
   III. In no case shall the structures be cream or white except as specifically authorized herein. Entries, portals, and trim may be emphasized by the use of white, off-white, yeso, or other similar accent colors.
   IV. Structures painted or stuccoed with bold repetitive patterns or structures used as signs are prohibited.
3. Roof Style
   I. Only clerestories and flat roofs shall be permitted, except that shed roofs are allowed for portals.
   II. Metal roofs shall be a non-reflective, non-glossy material, of a muted color that matches or is darker than the surrounding earth tones, or vegetation colors on the site, as approved by the Planning and Land Use Department.
   III. Red, yellow, blue, white, black, purple, orange, and related colors are prohibited for roofs.
   IV. All exterior window treatments exclusive of window trim are subject to the same color limitations as stated above for roof colors. All exterior glazing shall be non-mirrored with a reflectance of less than 40 percent.
4. Maximum Height
   I. Ridgetop Subdistrict
      a. No point on the perimeter of any structure shall exceed a maximum height of 14 feet.
      b. This measurement shall be from the undisturbed natural grade of the land at the perimeter, or from the finished grade at the perimeter, whichever is more restrictive in height.
      c. The highest point on the structure includes the top of parapets and clerestories, except that chimneys may exceed the maximum height by not more than three feet above the immediately adjacent roof.

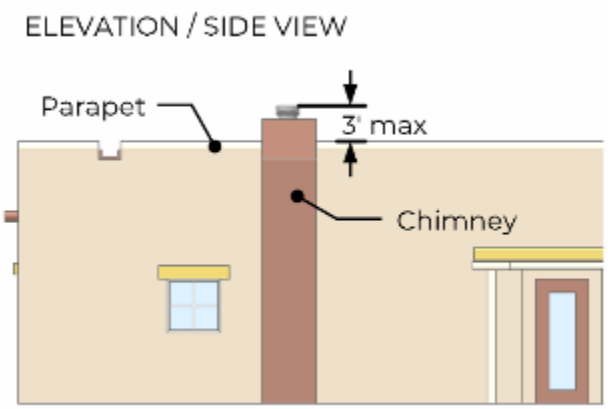


Figure 4.4-2: Maximum Chimney Height

d. Adding fill dirt to the natural grade in order to increase the height of the ridgetop is prohibited.

II. Foothills Subdistrict

The maximum height of any structure shall be determined by the following calculations:

a. The highest point on the structure shall not exceed a maximum height of 14 feet above the highest natural grade at the perimeter of the structure.
b. The highest point on the structure shall not exceed a maximum height of 20 feet above each adjacent point of measurement along the structure perimeter. This measurement shall be from the undisturbed natural grade of the land at the perimeter, or from the finished grade at the perimeter, whichever is more restrictive in height.
c. The highest point on the structure includes the top of parapets and clerestories, except that chimneys may exceed the maximum height by not more than three feet above the immediately adjacent roof. See Figure 4.4-2.
d. Adding fill dirt to the natural grade in order to increase the height is prohibited.
e. A stepped roofline is permitted, provided the highest point of the structure complies with provision a and extends only as far horizontally as provision b allows to the most restrictive measurement point and the remaining stepped construction is contained within a 20-foot-high tilted diagonal plane from this point to the lowest restrictive point at the bottom of the structure. No interior portion of the structure may exceed the 20-foot maximum allowable height set by the tilted plane. Graphic simulations demonstrating compliance may be requested by staff.
f. No façade shall be more than 50 feet in length in a single plane. A façade with an offset of less than four feet in depth is defined to be a single plane.

5. Cantilevers
   I. Cantilevers greater than three horizontal feet in depth, including cantilevered decks, are prohibited.
   II. Decks greater than three horizontal feet in depth and more than five feet above grade, whether cantilevered or supported, are prohibited.
   III. Decks over roofs of structures and their flat portals are permitted provided that the decks do not exceed the maximum height limit set forth in provisions 4.I and 4.II above.

6. Exterior Lighting
   I. Exterior lighting shall not directly illuminate landscaping or the surfaces of structures.
   II. The maximum allowed height for any indirect exterior lighting shall be three feet or less, and shall be downlit.
   III. The above provisions do not apply to entries, garages, and portals.

7. Maximum Allowed Site Disturbance

I. The maximum disturbance area by all dwellings, accessory buildings, structures, graded land, and the placement of any impervious surfaces shall not exceed 40 percent of the gross area of the lot.

II. Landscaping that does not require grading and stormwater retention or water harvesting areas, whether graded or not, shall not be included as a disturbed area.

8. Site Plan and Drawings Required

Drawings shall be submitted of all exterior elevations of all structures showing building materials, colors, length, and heights; a minimum of two cross sections from the highest point of natural grade or finished grade, whichever is more restrictive, showing how the existing and proposed contours relate to the building and the plans required pursuant to Section 14-4.4I below; a site plan; and a floor plan, all showing compliance with the standards of this section. All floor plans, elevations, and cross section shall be drawn to a minimum scale of 1/8th inch equals one foot.

G. Landscaping

1. Landscaping in the escarpment overlay district shall be required to comply with all provisions of this section, in addition to all applicable requirements as set forth Section 14-8.4, *Landscape and Site Design.*
2. Landscape and irrigation plans shall be submitted by the applicant showing compliance with the provisions of this section. When planting is proposed within a public road right-of-way, landscape and irrigation plans shall be stamped by a licensed landscape architect or architect. The landscaping and irrigation plan shall meet the standards set forth in Section 14-8.4, *Landscape and Site Design.* If the applicant requested an alternate buildable site as set forth in Section 14-4.4E and the alternate site was approved based upon existing vegetation, the landscape and irrigation plan shall include such vegetation.
3. Except as set forth in provision 4 below, all cut and fill slopes and retaining walls more than four feet high and with a backfill and/or retained slope of 3:1 or steeper shall have screening vegetation planted and maintained at the base of the slope. Those with a grade less steep than 3:1 shall have screening vegetation planted and maintained on the face of the entire cut or fill slope as follows:
   I. Screening vegetation shall be planted and maintained in addition to revegetation materials required in Section 14-8.2H.2, *Submittal Requirements For All Other Development* shall be selected from a City-approved list of appropriate tree species.
   II. No vegetation is required for exposed rock surfaces in the naturally occurring location.
   III. All evergreen trees shall be a minimum of six feet high at the time of planting. Deciduous trees shall be a minimum two-inch caliper at the time of planting and shall be tall enough so that the foliage provides the desired screening effect at the time of planting.
   IV. All vegetation shall be planted and maintained at a density commensurate with the adjacent existing natural landscape, up to a maximum of 60 basal area as approved by the city. The density may be further reduced when deemed necessary to reduce wildfire risk. The commensurate density shall be determined by an inventory of existing natural trees and shrubs of four feet or greater in height in a 50 by 50-foot square within the cut or fill area prior to excavation. An inventory of the existing natural trees and shrubs within the cut and fill area shall be shown on the landscape and irrigation plan.
   V. Existing trees over six feet high and located within six feet of the base of the cut and fill slope may be counted toward fulfilling the number of trees required for screening.

VI. Cut slope with a slope or retaining wall closer than six feet from the edge of a road or driveway may be screened with a trellis supporting planted vegetation or some other similar means which creates a natural screened effect.

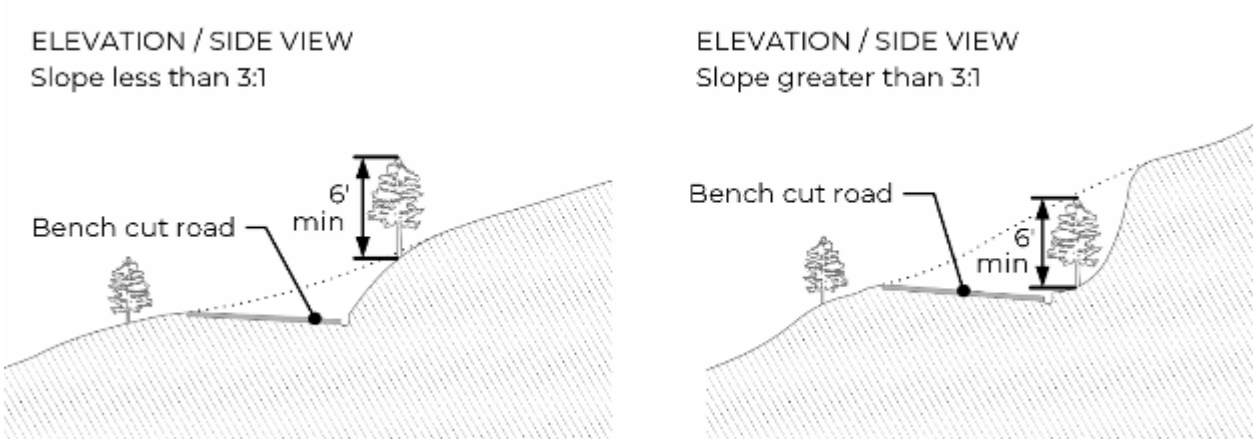


Figure 4.4-3: Planting on Slopes

4. For public or private roads and driveways having individual cut and fill slopes and retaining walls over four feet high and combined roadway cut and fill slopes with a height of at least eight feet, but not more than 12 feet, landscape screening as set forth in provision 3 above, is required for the fill slopes only. If combined slopes are greater than 12 feet, then the cut and fill slopes shall be screened individually as set forth in provision 3.
5. For public or private roads and driveways within the ridgetop subdistrict, revegetation shall meet or exceed the preconstruction vegetation density outside the roadbed. All requirements of provision 3 above shall apply. Alignment of the driveway will be in accordance with Section 14-4.4K, *Driveways/Access Alignments*
   I. The owner of the property is responsible for reseeding and maintaining all disturbed areas at the approximate original ground cover density and the approximate original height.
   II. All graded areas shall approximate the original terrain conditions and be revegetated with a similar type and density of vegetation commensurate with the adjacent existing natural landscape up to a maximum of sixty basal area as approved by the City, including but not limited to planting trees with a minimum height of six feet for evergreen and two-inch caliper for deciduous, and reseeding to approximate the original ground cover. The density may be further reduced when deemed necessary to reduce wildfire risk.
6. Slopes screened from view from any adjacent public street, way, or place by buildings, walls, or fences are exempt from the provisions 3 and 4.
7. At least 25 percent of structure-screening trees shall be evergreen. The remaining screening vegetation shall be deciduous trees that provide the desired screening effect year-round. All structure-screening trees shall leave exposed no more than 50 percent of the structure from the highest point on the structure to the top of the tree at the time of planting.
8. There shall be one tree, existing or planted meeting minimum height and size requirements, for every 15 linear feet of wall surface of each structure, located no closer than ten feet and no further than 30 feet from such wall. Escarpment screening trees shall not exceed sixty basal area.
9. No retaining walls shall be greater than six feet in height. Where a retaining wall greater than six feet would be required, the retaining wall shall be set back a minimum of six horizontal feet from face-of-wall to face-of-wall. Setback area grading shall not exceed a one percent cross slope and all walls shall be screened in accordance with provision 3 above.

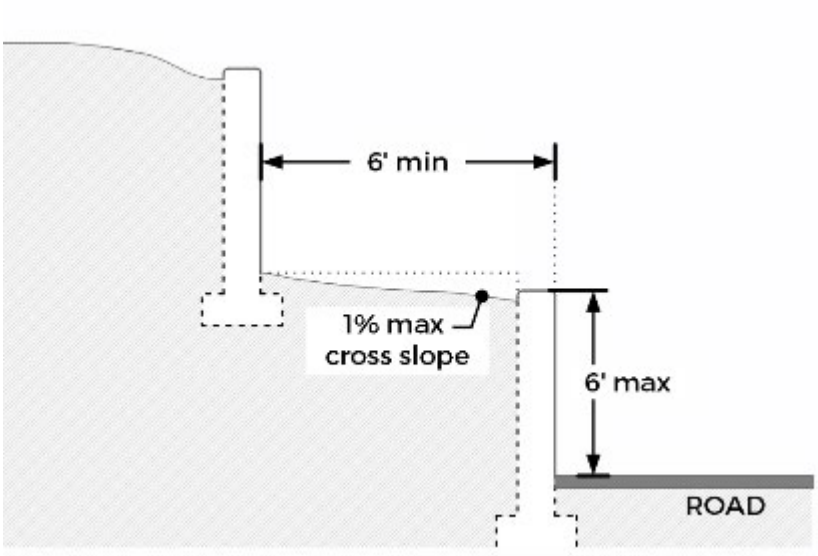


Figure 4.4-4: Retaining Wall Requirements

10. All vegetation indicated on the landscape and irrigation plan, existing or proposed, for the purposes of screening or stabilization as required by this section shall be maintained or replaced if necessary.
11. Plantings should be consistent with wildfire safety guidelines recommended by the City's Fire Department.

H. Permitted Trees

The City-approved list of appropriate tree species will be maintained and updated periodically by the Planning and Land Use Department.

I. Terrain Management

Plans depicting natural topography, storm drainage, grading and erosion control shall be submitted by the applicant showing compliance with the terrain management requirements of Section 14-8.2, *Terrain and Stormwater Management.*

J. Utilities

1. All new and replacement water, gas, electric, telephone, television, and all other utilities, including both main and service lines, shall be placed underground within or adjacent to roads. Utilities shall be located in the following priority:
   I. Within a dedicated public road right-of-way;
   II. Within an easement adjacent to a dedicated public right-of-way that is of sufficient width to provide ingress and egress for maintenance purposes; or
   III. Within a private road right-of-way.
2. Water service mains may be located outside road rights-of-way if required by change in water-pressure zone.
3. Sewer lines outside road rights-of-way for both public and private use shall be located to minimize tree removal, to prioritize multiple-service lines in a common trench over single service mains to reduce the number of maintenance roads, and to prioritize gravity flow over lift stations. Public sewer line easements outside road rights-of-way are permitted when required by the City utility. The owner of the property is responsible for reseeding and maintaining all disturbed easements outside the road rights-of-way at the approximate original ground cover density and the approximate original height.
4. All utilities shall be installed and maintained in accordance with the prevailing standards and practices of the City utility or other companies providing such services.
5. Lots which abut existing easements, private road rights-of-way, or public rights-of-way where supply lines and service connections have previously been installed may be supplied with service from those lines, but new service connections from such utilities shall be installed in accordance with the requirements of this section. In the case of existing utilities, if a road widening, an extension of service, or other similar condition occurs as a result of a subdivision or other new development and necessitates the replacement or relocation of such utilities, such replacement or relocation shall be located, installed, and maintained in accordance with provisions 1 through 4 of this subsection, and paid for by the applicant;
6. The location of water, gas, and sewer lines, and relocation of three phase 12.5 KV electric feeder lines, in a manner different from the requirements of this subsection is permissible if:
   I. The applicant provides plans and reports certified by a licensed engineer showing the need to locate utilities in a manner different from the requirements of this section in order to protect the public health or safety; and
   II. Approval is granted by the appropriate utility.
7. For service lines outside a right-of-way in or adjacent to a road, the placement of utilities shall be designed to lessen the visual impact, as follows:

I. The utility alignments shall be carefully routed to avoid locations perpendicular to the horizons;

II. All graded and trenched areas shall be regraded to approximate the original terrain conditions and revegetated with a similar type and density of vegetation commensurate with the adjacent existing natural landscape up to a maximum of sixty basal area as approved by the City, including but not limited to planting of trees and large shrubs with a minimum height of six feet and reseeding to approximate the original ground cover. The density may be further reduced when deemed necessary to reduce wildfire risk; and

III. All revegetation shall be maintained and replaced if necessary.

8. Any utility apparatus (telephone junction boxes, gas pressure valving, satellite dishes, etc.) three feet or higher above finished grade (excluding utility poles), and all above ground water tanks, shall be screened year-round from the adjacent public street, way, or place. The screening to be utilized shall be shown on the landscape and irrigation plan.

9. All streetlighting in the district shall be cut-off luminaires with a maximum pole height of 28 feet.

10. Water tanks are only permitted in the ridgetop subdistrict if they are placed below natural ground level. Water tanks located outside of the ridgetop subdistrict shall comply with the regulations of Sections 14-7.1, *General Provisions,* and 14-8.2, *Terrain and Stormwater Management.*

11. Access or service roads shall comply with landscape standards in Section 14-4.4G above.

K. Driveways/Access Alignments

All driveway/access alignments within the ridgetop subdistrict shall be located in the following priority:

1. Within a dedicated public road right-of-way;
2. Within a private road right-of-way;
3. Carefully routed to avoid locations perpendicular to the horizons; and
4. Located to minimize tree removal.

L. Development and Permit Approval; Required Submittals

1. No approval of a single-family dwelling, or any other structure or type of development, shall be granted for land situated in whole or in part in the escarpment overlay district unless all of the applicable requirements of this section are satisfied.
2. Each parcel of land proposed for subdivision or resubdivision, planned unit development, cluster development, multiple family dwellings, or any other type of development, located in whole or in part in the escarpment overlay district, shall be shown on the plat and on the plans that:
   I. Shows the location of the escarpment overlay district, the ridgetop subdistrict, the foothills subdistrict and the viewline;
   II. Shows the location of all buildable sites located within the escarpment overlay district in compliance with Section 14-4.4E;
   III. Includes a landscape and irrigation plan to demonstrate compliance with Section 14-4.4G;
   IV. Includes natural topography, storm drainage, grading, and erosion control plans to demonstrate compliance with subsection I above; and
   V. Shows the location of all streets, drives, easements, utility lines, and such other information as is necessary to demonstrate compliance with the applicable requirements of this section.
3. Siting of all structures within the escarpment overlay district shall be approved by City staff, with no building or grading permit issued until City approval has been granted.
   I. A pre-application meeting with City staff is required for a construction permit, grading permit, driveway cut or any other type of development, for any property that is located entirely or partially within the Escarpment Overlay District.
   II. The applicant shall indicate on a buildable site diagram all areas of the lot meeting the definition of buildable site. If the applicant is requesting an alternate location as set forth in Section 14-4.4E, the applicant shall submit all documentation necessary to evaluate the request. At that time, proper siting for the proposed activity will be determined and Escarpment Overlay District regulations will be reviewed.

III. A construction permit application submittal form will be issued by City staff once all of the prerequisites for the Escarpment Overlay District construction permit application are reviewed. This form shall be attached to all sets of the building or grading permit submittal. Issuance of this form does not imply preapproval of the construction permit application.

4. A grading permit or construction permit for a single-family dwelling, or any activity that requires either a grading permit or construction permit, shall be issued for land located in whole or in part in the escarpment overlay district only upon compliance by the applicant with all of the relevant requirements of this section and this chapter including but not limited to requirements of the underlying zone, and any conditions on development previously imposed by the City. No grading permit or construction permit shall be issued unless the grading permit or construction permit application is accompanied by a plan, which may incorporate by reference approved plans previously submitted to the City in connection with any subdivision, resubdivision, planned unit development, cluster, or other development approval, and which sets forth or incorporates by reference the following information described in Section 14-4.4L.2 above, along with a site plan, floor plan, and exterior building elevations that demonstrate compliance with Section 14-4.4F above;

5. If a grading permit or construction permit is sought for the purpose of remodeling or extending an existing structure lying in whole or in part within the escarpment overlay district, a construction permit shall be required and will be issued only upon compliance with this section. Any remodeling or extensions of the roofline or footprint shall be located and designed to comply with this section. All other requirements of this section, including, but not limited to, the location of the extension and criteria governing height, architecture, landscaping, terrain management, and utilities, shall be applicable to such remodeling or extension.

M. Variance

1. Where extraordinary hardship may result from strict compliance with these regulations, the property owner may request a variance, as described in Section 14-2.1H.1.

14-4.5 Highway Corridor Protection Districts

A. Airport Road Overlay District

1. Purpose

The Airport Road overlay district is intended to accomplish the following purposes:

I. Establish an attractive, street-oriented character on this multi-use corridor to encourage development and redevelopment on Airport Road;

II. Create a unique sense of place and identity for this major arterial that serves the southwest part of the city;

III. Promote a healthy and safe environment through the development of walkable neighborhoods, less dependence on the automobile, street-oriented building design; and the reduction of crime, nuisances, and public health harms;

IV. Incentivize certain uses that are absent or deficient along Airport Road.

2. Applicability

I. The provisions of this section apply to all legal lots of record, any portion of which directly abuts the Airport Road right-of-way.

II. The provisions of this section do not apply to single-family dwellings and detached multi-unit dwellings except as provided in site design standards in Section 14-4.5A.5.XI of the following subsection, and the landscaping standards of Section 14-4.5A.7.V.

III. Additions to or remodeling of existing buildings shall comply with the provisions of this subsection to the extent practical or feasible as determined by the Planning and Land Use Director.

3. Boundaries

The Airport Road overlay district begins at the intersection of Airport Road and NM 599 and extends east along Airport Road to the intersection of Airport Road and Cerrillos Road.

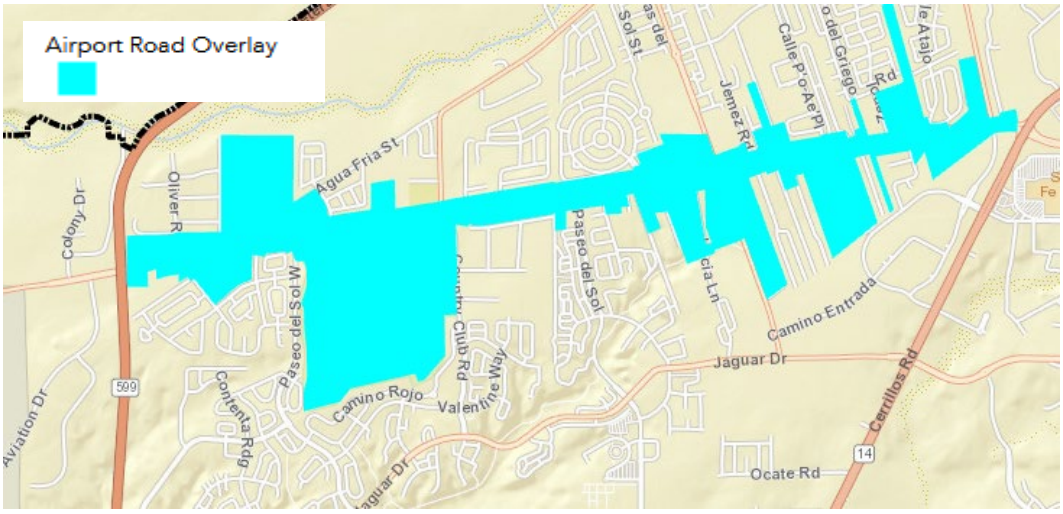


Figure 4.5-1: Airport Road Overlay Boundaries

4. Standards

I. Unless otherwise specified, permitted uses and development standards within the Airport Road overlay district shall conform to the requirements of the underlying zoning district of a property.

II. The Planning and Land Use Director may permit alternate means of compliance with the provisions of this subsection as provided in Section 14-2.2H.3, *Approval Authority.*

III. In the event of conflicts between the requirements of this subsection and platted building setback for existing easements, the requirements of this subsection shall apply.

5. Site Design, Circulation, and Parking

I. New buildings or additions to existing buildings shall be oriented so that their primary façades face Airport Road or integral courtyards face Airport Road.

II. No more than one single-loaded row of parking is permitted adjacent to Airport Road.

III. Perimeter screening of parking lots shall be in accordance with Section 14-8.4H.3 except that screening walls, hedges, or berms shall not exceed four feet at maturity and shall be provided with openings adjacent to the Airport Road right-of-way to allow multiple points of pedestrian access to Airport Road.

IV. Sidewalks adjacent to Airport Road shall be provided in accordance with Section14-6.5G.

V. New buildings shall have accessible pedestrian connections to Airport Road.

VI. Direct vehicular access to Airport Road shall be prohibited where feasible as determined by the Planning and Land Use Director in consultation with the Public Works Director.

VII. Loading docks shall be located at the side or rear of buildings and shall be fully screened so that the loading dock is not visible from Airport Road. The screening shall be integrated with the building architecture, materials, and construction.

VIII. Vehicular access between and among adjacent lots shall be provided where feasible as determined by the Planning and Land Use Director.

IX. Electrical transformers and water system backflow preventer cabinets shall be screened from view of public roadways and sidewalks by walled enclosures or landscape screening. Water system backflow preventer cabinets and wall-mounted utility boxes shall be painted the same color as the closest building on site.

X. New development of the following uses or categories of uses, as defined in Table 5-1: *Summary Table of Allowed Uses*, shall be set back a minimum of 100 feet from the Airport Road right-of-way and shall be separated from the Airport Road right-of-way by development not containing these uses:

a. Electrical substations or switching substations;
b. Sexually-oriented business;
c. Telecommunications towers, but not tower alternatives;
d. Vehicles and equipment-related uses;
e. Industrial;
f. Self-storage and outdoor storage; and
g. Warehouse and freight movement.

XI. The following provisions shall apply to new development of single-family dwellings and detached multi-unit dwellings on lots adjacent to the Airport Road right-of-way:
a. Buildings shall be set back a minimum of 20 feet from the Airport Road right-of-way.
b. A six-foot-high, color-coated, masonry wall shall be constructed along the entire length of the common property line at the Airport Road right-of-way.

6. Architecture

In addition to requirements found in Section 14-7.3, *Architectural Design Review,* the following provisions shall apply:

I. The primary entrance to any new building shall be visible from Airport Road.

II. The finished floor elevation of the primary entrance to any new building shall not be three feet higher or lower than the elevation of the adjacent sidewalk within the Airport Road right-of-way.

III. Lot configuration permitting, the longest façade of all new buildings shall be aligned with Airport Road.

IV. No garage doors shall face Airport Road.

V. The square footage of retail building facades that face Airport Road or any abutting street shall be comprised of between 30 and 60 percent transparency. Storefront glazing systems may be used to meet this requirement and shall not exceed 50 percent of the façade.

VI. A façade exceeding 100 feet, measured horizontally, shall incorporate wall plane projections or recesses of at least 24 inches in depth encompassing at least 50 percent of the façade length.

VII. A façade exceeding 100 feet, measured horizontally, shall be of at least two different colors or materials with each color or material applied to an entire projection or recess.

VIII. Except when covered by a portal or other permanent shade structure, windows shall be recessed a minimum of eight inches.

IX. With the exception of buildings constructed for industrial uses in I-1 and 1-2 zoning districts, no portion of any building wall facing Airport Road or any street shall extend more than 20 feet, measured horizontally, without openings. Doors, windows or display windows are considered openings.

X. Rooftop equipment shall be fully screened so that the equipment is not visible from the public right-of-way. The screening shall be integrated with the building architecture, materials, and construction. Rooftop solar equipment shall be screened to the extent that the screening does not impair the performance of the solar equipment.

XI. Drive-through and drive-in facilities shall be located to the rear of buildings.

XII. Enclosures required for trash receptacles and compactors shall be:
   a. Located to the rear of buildings; and
   b. Sized to include commercial recycling space sufficient to accommodate the commercial recycling generated by a development.

7. Landscaping Standards

In addition to requirements found in Section 14-8.4, *Landscape and Site Design*, the following provisions shall apply:

I. On-site storm water detention or retention facilities:
   a. Shall be integrated with the required landscaping on the site;
   b. When located adjacent to the Airport Road right-of-way, shall not be wider than ten feet measured perpendicular to the Airport Road right-of-way; and
   c. Shall not create a physical barrier to pedestrian access from the Airport Road right-of-way to the site.

II. Street trees shall be planted at a minimum of 20 feet on-center adjacent to the Airport Road property line. Where possible, trees shall be integrated into and irrigated by stormwater infrastructure. Street trees shall be 2½ inches minimum caliper at time of planting and a minimum mature height of 30 feet. The location and minimum mature height of street trees may be adjusted where conflicts with overhead utility lines exist.

III. A minimum of 30 percent of required plant material shall be evergreen.

IV. The area between the Airport Road curb and the Airport Road sidewalk adjacent to the development site shall be landscaped as part of the required landscaping of the development site.

V. The following provisions shall apply to new development of single-family dwellings and detached multi-unit dwellings on lots adjacent to the Airport Road right-of-way:
   a. The 20-foot setback area between buildings and the Airport Road right-of-way shall be planted with trees in accordance with provision II above of this subsection.
   b. Trees shall be maintained and replaced when necessary by the property owner.

8. Signage

In addition to the requirements found in Section 14-7.6, *Signs,* the following provisions shall apply:

I. Pole-mounted signs are prohibited.
II. Monument signs shall not exceed eight feet in height.
III. Signs shall be set back a minimum of ten feet from any public right-of-way.
IV. Wall or building-mounted signs shall not extend above the roofline or parapet.
V. Roof-mounted signs are prohibited.

9. Site Furnishings
   I. A minimum of one bench per 100 linear feet or portion thereof of street frontage along Airport Road is required on the site and shall be located adjacent to the Airport Road sidewalk, or to the primary building entrance, or to a public or private amenity provided by the development.
   II. At least one bench per development shall be shaded by a tree or a shade structure.
   III. Where multiple benches are required, a trash receptacle shall be provided adjacent to one of the benches.
   IV. All site furnishings on a development site, including bicycle racks, benches, trash receptacles and light fixtures shall be of a coordinated design style and color.

10. Outdoor Lighting

    In addition to compliance with Section 14-8.6, *Outdoor Lighting,* the following provisions apply:

   I. Pole-mounted lights shall not exceed 20 feet in height.
   II. Lamps of building-mounted light fixtures shall not be placed more than 12 feet above the exterior grade at the perimeter of the building.

11. Incentives
   I. Fee Incentives

      Development of the following uses are exempt from the payment of construction permit fees, plan review fees, and development review fees as set by resolution of the Governing Body, as may be amended from time to time, and are exempt from the payment of impact fees as described in Section 14-7.9H.9, *Exemptions, Waivers, and Reimbursements:*

a. Grocery stores;
b. Farmer's markets;
c. Medical offices or clinics for physicians, dentists, chiropractors, alternative medicine providers (not including cannabis dispensaries);
d. Schools, day-care centers for children or adults, youth or senior centers;
e. Recreational facilities including martial arts studios, dance studios, gymnasiums, fitness centers, aquatic centers, sports centers, and miniature golf courses; and
f. Restaurants without drive-through or drive-up service, including bakeries, coffee shops, and other shops selling food for on-site or take-away consumption, provided that food and beverage services constitute the primary use of the establishment.

II. Public Art; Active Play Opportunities

Applicants for a permit for new construction, redevelopment or additions who provide public art or active play opportunities accessible to the public shall have their total construction permit fees reduced in an amount equal to the cost of the public art or active play amenity provided.

III. Community Gardens and Orchards

Applicants for a permit for new construction, redevelopment or additions to a multi-unit residential development who provide a community garden or orchard space for use of the residents of the development shall have their total construction permit fees reduced in an amount equal to the cost of the community garden provided.

IV. Review

This subsection regarding Incentives shall be reviewed by the Governing Body five years after the date of its adoption.

Cerrillos Road Highway Corridor (CRHC) Protection District

12. Purpose

Cerrillos Road is one of Santa Fe's busiest thoroughfares, one of the primary entranceways to the city, and one of the community's major commercial strips. For these reasons, it is the purpose of the Cerrillos Road Highway Corridor (“CRHC”) district to assure that Cerrillos Road:

I. Accommodates, in a safe and efficient manner, both through and local traffic;

II. Provides for a visually attractive and aesthetically appropriate introduction to Santa Fe;

III. Allows for clear identification of, and easy access to, all commercial and institutional establishments;

IV. Provides for a gradual transition between the rural character of the county and the urban character of the city; and

V. Accentuates, to the greatest extent possible, architecture and landscaping rather than parking lots and commercial signage.

13. Applicability

The provisions of this section apply to all legal lots of record, any portion of which directly abuts the Cerrillos Road right-of-way.

14. Boundaries

The CRHC district begins at the intersection of Cerrillos Road and St. Francis Drive and extends southwest along Cerrillos Road to the southern City limits. The CRHC district is further subdivided into the following four zones:

I. Zone One: St. Francis Drive to St. Michael's Drive;
II. Zone Two: St. Michael's Drive to Calle del Cielo;
III. Zone Three: Calle del Cielo to Airport Road; and
IV. Zone Four: Airport Road to the southern City limits.

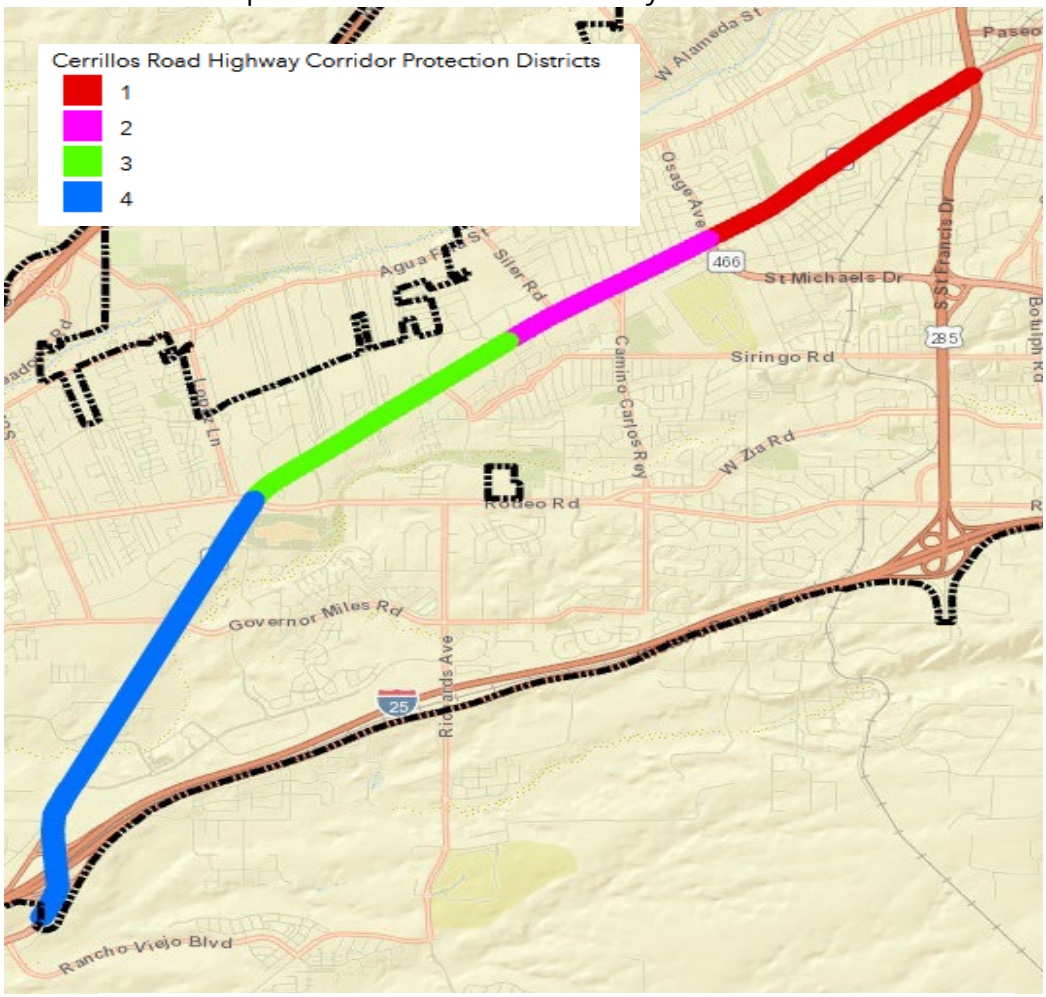


Figure 4.5-2: Cerrillos Road Highway Corridor Zones One through Four

15. Uses

The uses permitted in the CRHC district are the same as those permitted in the underlying zoning district.

16. Development and Design Standards

The standards in the CRHC district are the same as those in the underlying zoning district with the addition of the following standards that apply to all new development and not, unless otherwise indicated, to existing buildings and structures:

Table 4-2: CRHC Development and Design Standards

Min., ft	Zone One	Zone Two	Zone Three	Zone Four
Lot Depth	75	125	175	225
Setback from Cerrillos[1]	15	25	35	45
Street Frontage Landscaping Depth	10	15	20	25

NOTES:

[1] Setback as indicated, or 20% of the lot's depth, whichever is less.

I. Lot Depth

New legal lots of record created abutting Cerrillos Road right-of-way shall have no less than the minimum lot depth indicated in Table 4-2.

II. Height

The maximum height of structures in the CRHC overlay district shall be the same as that allowed in the underlying district, but in no case shall the height of any portion of a building exceed 45 feet or exceed the distance which that portion of the building is set back from the property line abutting Cerrillos Road right-of-way.

III. Setback from Cerrillos Road
   a. The minimum building setback shall be measured from the front property line abutting and parallel to Cerrillos Road right-of-way and extending extend inward onto the lot.
   b. On corner lots, setback requirements for street side yards shall be one-half the depth required for front yards in the underlying zoning district.

IV. Lot Coverage
   a. The maximum lot coverage by buildings and structures in the CRHC district shall be that allowed by the underlying zoning district, but in no case greater than 60 percent.
   b. The areas of all buildings and structures, both existing and new, shall be included in the calculation of maximum lot coverage.

V. Street Frontage Landscaping Standards
   a. The street frontage landscaping strip of the depth required in Table 4-2 shall be measured from the front property line abutting and parallel to Cerrillos Road right-of-way, and extending extend inward onto the lot.
   b. Where adjacent lots in the same CRHC zone have a frontage landscaping strip of greater depth than required by Table 4-2, the subject property shall provide a landscaping strip equal in depth to the average depth of all properties within 150 feet. In no case, however, shall the required frontage landscaping strip depth exceed:
      1. Zone One: 15 feet.
      2. Zone Two: 25 feet.
      3. Zone Three: 35 feet.
      4. Zone Four: 45 feet.
      5. Or, 20 percent of the lot's depth in all Zones.

VI. Screening

Any new loading docks, storage facilities, or trash disposal areas shall either be located at the rear of the property or be entirely screened from public view by an opaque wall or fence of no less than six feet in height.

B. Midtown Local Innovation Corridor (LINC) Overlay District

1. Purpose

The Midtown Local Innovation Corridor (LINC) overlay district is intended to:

I. Strengthen and animate the built environment and the business and population links within the demographic and geographic center of the city between the existing employment centers of the Midtown Planned Unit Development (previously the campus of the Santa Fe University of Art and Design and the College of Santa Fe) and surrounding uses to the west and the Christus St. Vincent Regional Medical Center and related medical uses to the east;

II. Incentivize multi-unit residential development, complementary nonresidential uses that support the needs of nearby residents, and an enlivened, street-oriented pedestrian environment by prioritizing qualifying projects, while allowing existing uses to continue as redevelopment occurs;

III. Allow for innovative development and redevelopment of the district while providing buffering between the district and existing residential development outside of the district by the application of amended land development regulations and fees and by establishing conditions precedent for future infrastructure enhancements and the application of other redevelopment and financing tools;

IV. Promote a more healthy, safe, and enjoyable environment within the city's midtown area through the enhancement of pedestrian and bicycle accessibility and safety, landscaping, and other street-related amenities and the eventual reduction of traffic speeds and provision of on-street parking, bicycle lanes, and improved crosswalks; and

V. Provide flexibility in sign design and location to maintain effective communication, business identification, and wayfinding for existing buildings whose visibility may be reduced by new development.

2. Applicability

I. The provisions of this subsection apply to all land within the boundaries of the Midtown LINC overlay district, and shall supersede the provisions that apply to any other overlay district(s) that overlap in whole or in part with the Midtown LINC overlay district, including, but not limited to, the South Central Highway Corridor Protection District as set forth in Section 14-4.5D.

II. New development shall comply with the provisions of this subsection.

III. Alterations to existing structures shall comply with the provisions of this subsection to the extent practical or feasible, as determined by the Planning and Land Use Director.

3. Boundaries

The Midtown LINC overlay district includes land in the vicinity of the St. Michael's Drive from the eastern edge of the Cerrillos Road to the western edge of St. Francis Driv, and additional land in the vicinity of the campus of the Midtown Planned Unit Development as shown on the Midtown LINC Overlay District Map.

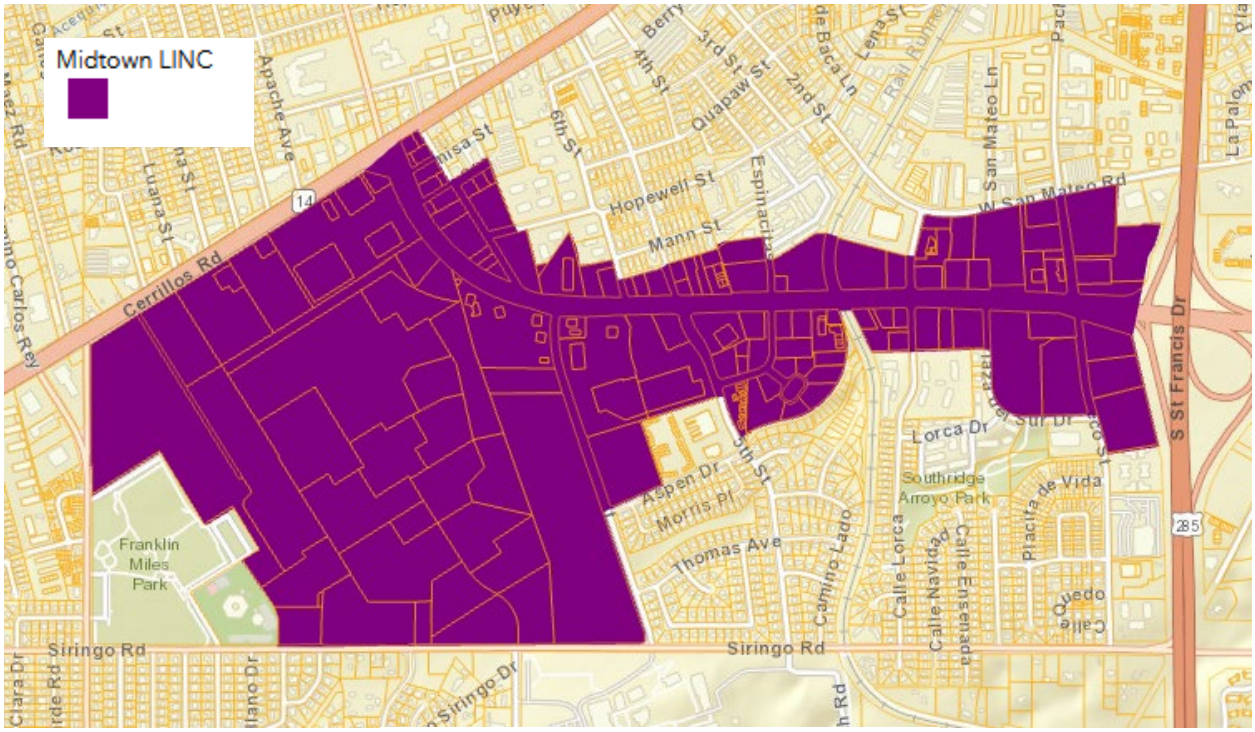


Figure 4.5-3: Midtown LINC Boundaries

4. Qualifying Projects

I. As used in this subsection, a qualifying project means a new development within the Midtown LINC overlay district that complies with the requirements of this subsection and that is either a qualifying residential project or a qualifying nonresidential project as defined in this subsection.

a. Qualifying residential project means a new development that is composed solely of new multiple-family dwellings, or results in a development that is a mix of primarily new multiple-family dwellings and any lesser amount and combination of the eligible nonresidential uses listed in Table 4-4 as measured by gross floor area.

b. Qualifying nonresidential project means a new development that is composed of a new building or buildings, or of alterations to an existing building or buildings, for the eligible uses identified in Table 4-4.

II. Development projects not meeting the definitions of this subsection are permitted as provided in this subsection, but are not qualifying projects.

III. The Land Use Director may adopt submittal requirements and review policies as necessary to verify that qualifying projects meet the requirements of this subsection.

5. Uses

I. Additional Permitted and Prohibited Uses

Permitted uses and structures within the Midtown LINC overlay district are the same as those permitted in underlying zoning districts, except as provided in Table 4-3, and as permitted for qualifying projects as defined in this subsection. Uses listed are additions to, or deletions from, the list of otherwise permitted uses within underlying zoning districts.

Table 4-3: Additional Permitted & Prohibited Uses

Additional Permitted Uses	
Category	**Specific Use**
Residential	Dwellings, multi-unit
Commercial	Laboratory, research or testing
Prohibited Uses	
Category	**Specific Use**
Residential	Manufactured home park
	Mobile home
Commercial	Outdoor storage
	Self-storage facility [1]
	Sexually oriented business
	Vehicles and equipment [2]
Industrial	Warehouse & freight movement

Notes

[1] Individual storage areas enclosed within a building and that are part of a qualifying residential project are permitted.

[2] Parking lots and garages are permitted as accessory uses when associated with a qualifying project.

II. Additional Uses: Qualifying Projects

Eligible uses listed in Table 4-4are permitted uses when part of a qualifying project. See Table 5-1: *Summary Table of Allowed Uses* for a complete listing of use categories and permitted uses in underlying zoning districts.

Table 4-4: Nonresidential Uses Eligible for Qualifying Projects

Uses/Use Categories	For Inclusion in Qualifying Residential Projects	As Qualifying Nonresidential Projects
Pre-school, Daycare	X	X
Educational (including Libraries)	X	X
Community centers & institutions	X	X
Parks and open space [2]	X	X
Arts activities	X	X
Assembly	X	
Food and beverage[3]	X	X
Medical	X	X
Public transportation	X	
Recreation and entertainment	X	X
Retail sales and services	X	X[8]
Service establishments	X	X
Storage[4]	X	
Vehicles and Equipment[5]	X	
Industrial[6]	X	X
Manufacturing and Production[7]	X	X

NOTES

[1] Eligible uses listed in this table are permitted uses when part of a qualifying project.

[2] Except cemeteries, mausoleums & columbaria.

[3] Except restaurants with drive-through/drive-up service.

[4] Only individual storage areas completely enclosed within a building and that are intended to serve the associated qualifying residential project.

[5] Only parking lots and garages that are intended to serve the associated qualifying project.

[6] Research, experimental and testing laboratories only.

[7] Light assembly and manufacturing (including "maker" spaces) only.

[8] Neighborhood grocery stores and laundromats only.

III. General Standards

a. Unless otherwise specified in this subsection, permitted uses and development standards within the Midtown LINC shall conform to the requirements of the underlying zoning district of a property.
b. The Planning and Land Use Director may permit alternate means of compliance with the provisions of this subsection as provided in Section 14-2.2H.2.X, *Approval Authority*.
c. Approval Authority.
d. In the event of conflicts between the requirements of this subsection and the requirements of underlying zoning districts, platted building setbacks or existing easements, the requirements of this subsection shall apply.

IV. Building Envelope Standards and Measurements

Table 4-5: Midtown LINC Dimensional Standards

Development Type	Gross Density (Dwelling units/ Acre), Max.	Lot Size, Min.	Height, Max. (ft)[1]	Yard Requirements, (ft)	Lot Coverage, Max. (%)	Required Open Space, Min.
Qualifying Residential Projects	N/A	Same as C-2 District. See §14-3.3D	52 [2]	Minimum Street: 0 [3] Side: 5 Rear: 10 [4] Maximum Street: 5 [5]	None	Same as C-2 District. See §14-3.3D
All Other Development	Same as C-2 District. See §14-3.3D	Same as C-2 District. See §14-3.3D	Per Underlying District Standards; Santa Fe University of Art and Design Campus (SFUAD): 62	Per Underlying District Standards except as noted below Maximum Street: 5 [3], [5]	Per Underlying District Standards	Per Underlying District Standards

Table 4-5: Midtown LINC Dimensional Standards						
Development Type	Gross Density (Dwelling units/ Acre), Max.	Lot Size, Min.	Height, Max. (ft)[1]	Yard Requirements, (ft)	Lot Coverage, Max. (%)	Required Open Space, Min.

NOTES:

[1] Elevator "over-runs" and renewable energy generating equipment less than ten feet high (such as solar photovoltaic panels and wind turbines) mounted on buildings shall not be included in the calculated height of a building.

[2] Maximum height of structures 52 feet, except where any portion of a structure associated with a qualifying residential project will be located within 150 feet of an existing residential development located outside of the Midtown LNC overlay district, in which case the maximum height of a structure associated with a qualifying residential project within the above limits shall be 38 feet.

[3] Except that 4th stories along street-frontage façades shall be set back a minimum of ten feet from the story below.

[4] Rear yard ten feet, except at the rear of a lot abutting an existing residential development, in which case there shall be a required read yard of not less than 25 feet.

[5] Maximum Street yard five feet, except that: (a) up to 30 percent of a street-frontage façade may be set back greater than five feet for entryways and integral courtyards, or to accommodate other aspects of a building's design, and (b) street-frontage façades may be set back greater than five feet in locations where existing utility easements prevent compliance with this requirement.

V. Site Design, Circulation and Parking

a. New buildings or additions to existing buildings shall be oriented so that their primary façades face St. Michael's Drive, Cerrillos Road, or other street frontages as applicable.

b. Perimeter screening of parking areas shall be in accordance with Section 14-8.4H.3, *Perimeter Parking Lot Landscaping,* except that screening walls, hedges or berms shall not exceed four feet at maturity and shall have multiple openings adjacent to street frontages to maximize pedestrian access from parking areas to sidewalks.

c. Sidewalks along the street frontages of St. Michael's Drive and Cerrillos Road shall be provided in accordance with Section 14-6.5G*, Sidewalks,* and shall be a minimum of 15 feet wide. Where existing sidewalks are widened to meet this requirement, the widening shall occur on the building side of the existing sidewalk.

d. Vehicular access shall be from the side or rear of the lot to the extent possible.

e. Vehicular access between and among adjacent lots shall be provided where possible.

f. New buildings shall have accessible pedestrian connections to St. Michael's Drive or Cerrillos Road as applicable. Building entrances shall have the same general elevation as the street frontage sidewalks adjacent to the entrance. Site grading shall not result in the need for steps or ramps from the street frontage sidewalk to the building. Visual and physical barriers to building entrances shall be minimized.

g. Sidewalks and other pedestrian pathways connecting building to the street and to parking areas shall be a minimum of six feet wide and shall be clearly defined.

h. Loading docks shall be located at the side or rear of buildings and shall be fully screened so that the loading dock is not visible from St. Michael's Drive or Cerrillos Road as applicable. The screening shall be integrated with the building architecture, materials and construction.

i. Electrical transformers and trash enclosures shall be located at the side or rear of buildings and shall be screened from view of public roadways and sidewalks by walled enclosures or landscape screening. Wall-mounted utility boxes shall be painted the same color as the nearest building on site.

j. Water system backflow preventers shall be located inside buildings. Where it is not feasible to locate a water system backflow preventer inside a building, the backflow preventer shall be located at the side or rear of buildings and shall be screened from view of adjacent public roadways and sidewalks by walled enclosures or landscape screening.

k. The amount of off-street bicycle parking required is 25 percent more than the amount required by Section 14-7.5(J), *Off-Street Bicycle Parking Requirements*.

VI. Architecture

In addition to the requirements of Section 14-7.3, *Architectural Design Review,* the following provisions shall apply.

a. Lot configuration and available street frontage permitting, the longest façade of all new buildings on lots abutting St. Michael's Drive or Cerrillos Road shall be aligned parallel with the street frontage of St. Michael's Drive or Cerrillos Road as applicable.
b. The primary entrance to any new building on a lot abutting St. Michael's Drive or Cerrillos Road shall be visible from St. Michael's Drive or Cerrillos Road as applicable.
c. Building walls along street frontages shall not extend more than 20 feet, measured horizontally, without openings. Doors, windows or display windows are considered openings.
d. Doors intended for vehicular access to buildings on lots abutting St. Michael's Drive or Cerrillos Road shall not face St. Michael's Drive or Cerrillos Road as applicable.
e. Except as noted in this subsection, rooftop equipment shall be fully screened so that the equipment is not visible from the adjacent public rights-of-way. Screening shall be integrated with the associated building's architecture, materials and construction. Screening of renewable energy generating equipment (such as solar photovoltaic panels and wind turbines) mounted on buildings is not required; however such equipment shall be incorporated into the architectural design of a building to the extent possible.

VII. Landscaping Standards

In addition to the requirements found in Section 14-8.4, *Landscape and Site Design*, the following provisions shall apply.

a. On-site storm water detention or retention facilities shall be located underground unless constructed as part of parks or open space, or unless constructed as part of an active water harvesting system, in which case the active water harvesting system shall be incorporated into the architectural design of a building to the extent possible.
b. Qualifying residential projects shall provide a minimum five-foot wide landscaped area around the base of exterior building walls, except for qualifying residential projects within the Midtown Planned Unit Development, which do not have a required minimum landscaped area.
c. Street trees shall be planted at a maximum spacing of 30 feet on-center along the street frontages of development sites on St. Michael's Drive or Cerrillos Road as applicable. Existing street trees within the above areas may be counted toward this requirement. Street trees shall have a minimum four-inch caliper at time of planting and shall have a minimum mature height of 25 feet. The required spacing of street trees may be adjusted to allow for the clustering of trees as part of a development's landscape design as determined by the Land Use Director. The location and minimum mature height of street trees may be adjusted where conflicts exist with overhead or underground utility lines, wall- or building-mounted signage, site visibility triangles, crosswalks, bus stops, or on-street parking spaces.
d. A minimum of 30 percent of required plant material shall be evergreen.
e. Areas of the parkway that are located along the street frontages of development sites, and that are not developed with sidewalks as required by subsection V., *Site Design, Circulation and Parking,* above, shall be landscaped as part of the required landscaping of a development.
f. Qualifying nonresidential projects and other nonresidential development adjacent to existing residential development located outside of the Midtown LINC overlay district shall provide a continuous landscaped buffer strip of not less than 15 feet where abutting the existing residential development. Plant material in the landscaped buffer strip shall conform to the requirements for open space provided in Section 14-8.4(G), *Open Space Planting Requirements.*

VIII. Signage

In addition to the requirements found in Section 14-7.6, *Signs,* the following provisions shall apply in the Midtown LINC overlay district.

a. Pole-mounted signs are prohibited.
b. Monument signs shall not exceed four feet in height.
c. Signs shall be set back a minimum of 15 feet from any public right-of-way unless wall- or building-mounted signs or directional signs.
d. Wall- or building-mounted signs shall not extend above the roofline or parapet.
e. Roof-mounted signs are prohibited.
f. The provisions for color and lettering of signs, as provided in Section 14-7.6E.4, do not apply.
g. The provisions for sign surface area, as provided in Section 14-7.6E.5, do not apply to signs mounted on the building walls of qualifying projects.
h. Wall signs associated with a qualifying project and whose sign faces are mounted perpendicular to a building wall may extend up to five feet from the wall, including signs that project over a front property line, providing that such a sign shall not impede or endanger pedestrian or vehicular traffic.

IX. Site Furnishings

a. A minimum of one bench per 10,000 gross square feet of ground-floor building area is required, located adjacent to the street frontage of the development, or to the primary building entrance, or within a public or private amenity provided by the development.
b. At least one bench per development shall be shaded by a tree or a shade structure.
c. Where multiple benches are required, a trash receptacle shall be provided adjacent to one of the benches.
d. All site furnishings on a development site, including bicycle racks required by Section 14-7.5(J), *Off-Street Bicycle Parking Requirements,* benches, trash receptacles and light fixtures shall be of a coordinated design style and color.

X. Outdoor Lighting

In addition to compliance with Section 14-8.6, *Outdoor Lighting*, the following provisions apply.

a. Pole-mounted lights shall not exceed 20 feet in height and shall not be placed within buffer strips as required by provision VII.f above, in *Landscaping Standards.*
b. Lamps of building-mounted light fixtures shall not be placed more than 12 feet above the exterior grade at the perimeter of a building unless the outdoor lighting is part of the illumination of a wall-mounted sign in accordance with provision VIII.g above, in *Signage.*

XI. Additional Requirements for Qualifying Projects

In addition to the requirements of this subsection qualifying projects shall comply with the following requirements:

a. Qualifying projects shall utilize a detailed alternative development water budget ("Option B" water budget) in accordance with Section 14-7.7(D)(2)(II), and applicable adopted administrative procedures.
b. Qualifying projects shall utilize the following water-saving fixtures, appliances, and systems where applicable, throughout all new construction:
    1. Waterless urinals;
    2. Dual-flush, high-efficiency toilets (HETs) (rated 1.28 gallons or less per flush);
    3. EPA WaterSense® certified showerheads (or equivalent fixtures rated at 2.0 gallons per minute or less);
    4. ENERGY STAR® compliant clothes washers;
    5. Active water harvesting systems.
c. The Land Use Director shall not issue a construction permit for a qualifying project until a restrictive covenant is recorded by the owner of the development at the office of the County Clerk that requires that the development will contain no uses that do not meet the requirements for a qualifying project for a period of at least ten years from the completion of the project's construction. The covenant shall be in a form approved by the Planning and Land Use Director and the City Attorney and shall be notarized prior to recordation. The covenant shall be considered part of a development plan approved pursuant to Section 14-2.1(F)(4)(II)(c)(3). The Planning and Land Use Director shall maintain copies of recorded covenants pursuant to the provisions of this subsection.

XII. Fee Waivers for Qualifying Projects

The following fee waivers and incentives apply to qualifying projects within the Midtown LINC overlay district.

Table 4-6: Midtown LINC Fee Waivers
Construction Permit Fees; Plan Review Fees
Qualifying projects are exempt from the payment of construction permit fees and plan review fees as set by resolution of the Governing Body, as may be amended from time to time.
Development Review Fees
Qualifying projects are exempt from the payment of development review fees as set by resolution of the Governing Body, as may be amended from time to time.
Development Water Budget Fees
Qualifying projects shall obtain water to meet approved development water budgets through the water credit program at the reduced rate specified in Section 14-7.7E, *Dedication of Water to Development.*
Impact Fees
Qualifying projects are exempt from the payment of impact fees in accordance with Section 14-7.9H.9, *Exemptions, Waivers, and Reimbursements.*
Wastewater Utility Expansion Charge (UEC)

The wastewater utility expansion charge (UEC) is waived for qualifying projects in accordance with Article 22-6.6, Exhibit A, Section 7.
Water Utility Expansion Charge (UEC)
Qualifying projects are exempt from the payment of the water utility expansion charge (UEC) in accordance with Article 25-4.2, Exhibit B, Rate Schedule 8.

XIII. Review

This subsection shall be reviewed by the Governing Body three years after the date of its adoption.

C. South Central Highway Corridor (SCHC) Protection District

1. Purpose

Because openness, quiet, and continuity adjoining the highway corridors in the south central section of the city is considered a special asset that should be retained as the area develops, it is the intent of the SCHC district to:

I. Establish a clear sense of visual openness and continuity of development, as seen from major highway entrances to Santa Fe;

II. Protect the openness and continuity of the existing landscape by retaining and planting native and other drought-tolerant, low maintenance trees, shrubs and groundcovers;

III. Ensure that landscaping provides an appropriate and attractive visual buffer, compatible with neighborhood landscaping character; conserves water by use of stormwater collection and infiltration, and drip irrigation systems; and screens transformers and loading areas or outdoor storage;

IV. Encourage the use of architectural style and scale that is representative of Santa Fe; and

V. Preserve clean air and a sense of quiet and reduce the potential negative impacts of noise, air pollution, lights, movement of cars, activities on site, or other nuisances on adjoining properties.

2. Boundaries

I. The SCHC district encompasses the land within 600 feet of the edge of the right-of-way on both sides of the following streets designated as special review districts in the General Plan and shown on the Official Zoning Map in the south central section of Santa Fe:

a. St. Michael's Drive;
b. Old Pecos Trail;
c. St. Francis Drive;
d. Rodeo Road; and

e. Interstate 25 and its frontage roads.

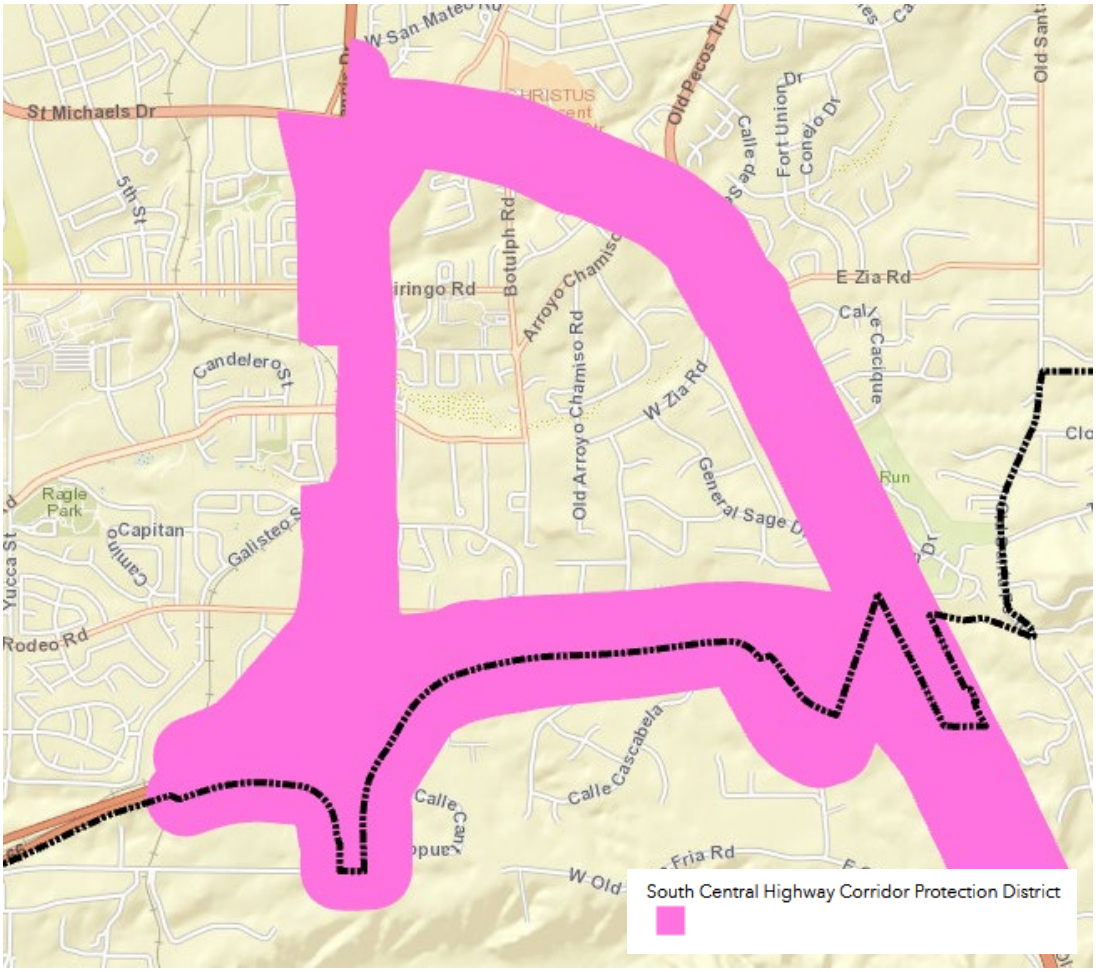


Figure 4.5-4: South Central Highway Corridor Overlay District

II. Persons with property divided by the SCHC district boundary are required to comply with the SCHC district standards only for that segment of the property within the boundary. In cases where the rear lot line depth exceeds the 600-foot boundary, property owners have the right to petition the Governing Body in the form of a rezoning application at any time for inclusion of the remainder of their property in the SCHC district.

3. Uses

The uses allowed in this district are the same as those allowed in the underlying district.

4. Standards

The standards applicable to development within the SCHC district are the same as the underlying zoning district and, in addition, any new development in the SCHC district shall comply with this paragraph.

I. Development and Design Standards

a. Density

The density for residential development shall be the same as in the underlying district, but in no case shall it exceed a maximum density of 21 units per acre.

b. Height

The maximum height of structures shall be 26 feet, not including a parapet.

c. Setback or Yard

The minimum building setback from the edge of the right-of-way shall be 50 feet except that the minimum building setback from Old Pecos Trail between I-25 and St. Michael's Drive shall be 75 feet.

d. Floor Area Ratio

The maximum floor area ratio for office uses allowed in the district is:

Table 4-7: Maximum Floor Area Ratio

Use	Building Size	Maximum Ratio
Professional and Other Office	One story	0.25
	Two story	0.35
Medical Office	One Story	0.20
	Two story	0.30

II. Landscaping Standards

a. Existing Landscaping

To the greatest extent possible, existing natural landscaping shall not be disturbed within 25 feet of the property line that adjoins the street right-of-way. This area shall be labeled as open space setback. No structures or parking are allowed in this setback.

b. Plant Material

Plant material shall be provided in the open space setback where that area has been disturbed and shall be provided for surrounding buildings and parking areas at a minimum width of five feet.

c. Parking and Loading Area Screening

If parking is provided in the required front yard, it shall be effectively screened by earth berms or landscaping that shall be at least four feet above parking lot grade. Loading areas shall be screened and located on side or rear yards.

d. Arroyos and Floodplains

In order to preserve natural landscaping on the banks of the arroyos, an undisturbed setback of ten feet shall be retained next to the major arroyos where one percent chance flood events have been recorded.

e. Open Space
For any nonresidential permitted use, a minimum of 35 percent of the lot and for any residential permitted use, a minimum of 50 percent of the lot shall be open space.

f. Outdoor Storage
Outdoor storage is not allowed.

III. Additional Standards
When nonresidential uses abut R-1 through R-7 residential densities:

a. All nonresidential structures shall be set back 50 feet from the residential property line, and have a 25-foot landscape buffer meeting the standards set forth above in subsection II, *Landscaping Standards,* located between the residential and nonresidential uses; or

b. All nonresidential structures shall have a 25-foot landscape buffer meeting the standards set forth above in subsection II, *Landscaping Standards,* and a masonry wall or a fence as approved by the Land Use Director, located between the residential and nonresidential uses.

14-4.6 Historic Districts

A. General Provisions

1. Purpose

In order to promote the economic, cultural, and general welfare of the people of Santa Fe and to ensure the harmonious, orderly, and efficient growth and development of the City, the Governing Body deems it essential to preserve the qualities relating to the history and culture of Santa Fe, maintain a harmonious outward appearance in order to preserve property values, and attract residents and tourists alike. The specific purposes of this section are to preserve qualities relating to the history of Santa Fe, such as the following:

I. Continue the existence and preservation of historic areas and buildings;

II. Continued construction of buildings in Santa Fe's historic styles; and

III. General harmony as to architectural style, form, color, height, proportion, texture, and material between buildings of historic design and those of more modern design.

2. Conflicting Standards

I. Zoning District Regulations

All designated landmarks and all properties located in historic districts shall be subject to the regulations of the base zoning district in which they are located, except for height as regulated in Section 14-4.6(E), *General Design Standards for All Historic Districts.* When the requirements of the base zoning district are in conflict with the requirements of this Section 14-4.6, *Historic Districts,* the more restrictive standard shall apply.

II. Multiple Overlay Regulations

When a designated landmark or property located in a historic district is also located within another overlay and there is a conflict between the requirements of the historic district and the other applicable overlay district, the more restrictive standard shall apply.

3. Building Code

[RESERVED]

4. Applicability to the State of New Mexico

Pursuant to Sections 3-22-1 through 3-22-6 NMSA 1978, it is the intent of the City that the provisions of this section shall apply to the State of New Mexico and any of its agencies, political subdivisions, or instrumentalities, as well as to any other entity or activity in the historic districts.

I. Section 3-22-6 NMSA 1978 applies to state capital outlay projects in historic districts as provided in Section 14-4.6(J) concerning the design, construction, alteration, additions to, or demolition of the exterior features of state buildings.

II. Section 14-4.6(K) applies to county and Santa Fe public school capital outlay projects in historic districts concerning the design, construction, alteration, additions to, or demolition of the exterior features of county and Santa Fe public school buildings.

5. Boundaries

I. The boundaries for the historic districts are as shown on the Official Zoning Map and incorporated in this Code by reference.

II. If the boundary line of a historic district bisects or crosses a property without encompassing the entire lot, the applicable requirements of the historic district shall be as determined by the Planning and Land Use Director.

6. Design of Buildings

Full responsibility for the design and development of structures is upon the applicant. The case file of any prior application related to a propertyis available for review by the applicant upon request.

7. Nonconforming Buildings and Structures

Any building or structure in the historic district that does not meet the standards for architectural style set forth in this section shall be considered nonconforming, and subject to the provisions of Section 14-1.13(C), *Legal Nonconforming Structures,* unless given special approval by the HDRB for architectural or historic interest, or unless individually entered in the state register of cultural properties or in the national register of historic places or designated as significant on either register.

8. Utility and Telecommunications Facilities

The review of electric or telecommunications facilities in the historic districts shall follow the procedures set forth in Sections 14-5.3(I).1 and 14-5.3I.3, respectively.

B. Minimum Maintenance Requirements

All historic landmarks and all buildings and structures in the historic districts shall be preserved against decay and deterioration and maintained free of structural defects. The owner or other person having legal custody and control of the building or structure shall repair such building or structure if any of the following defects are found:

1. Parts attached to a building or structure in a manner that they may fall and injure people or property;
2. Deteriorated or inadequate foundation;
3. Defective or deteriorated flooring or floor supports or flooring for floor supports of insufficient size to carry imposed loads safely;
4. Walls or parts of walls, partitions, gates, fences, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration or that are of insufficient size to carry imposed loads safely;
5. Ceilings or parts of ceilings, roofs, ceiling and roof supports, or other horizontal components that sag, split, or buckle due to defective material or deterioration, or that are of insufficient size to carry imposed loads safely;
6. Fireplaces or chimneys that list, bulge, or settle due to defective material or deterioration, or that are of insufficient size or strength to carry imposed loads safely;
7. Deteriorated, crumbling, or loose plaster or stucco;
8. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;
9. Lack of weather protection or defective weather protection for exterior wallcovering, including lack of paint, or weathering due to lack of paint or other protective covering; or
10. Any fault or default in the building or structure that renders it structurally unsafe or not properly watertight.

C. Buildings with Significant or Contributing Historic Status

1. Purpose

   Historic designation is intended to address the following:

I. Recognizing each structure as a physical record of its time, place, and use.

II. Preventing changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings;

III. Preserving and retaining changes to structures that have acquired historic importance in their own right, recognizing that most structures change over time;

IV. Preserving distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a structure; and

V. Avoiding making new additions and related or adjacent new construction in such a manner that, if removed in the future, the original form and integrity of the historic property and its environment would be unimpaired.

2. Designation of Significant, Contributing, or Noncontributing Status

I. Status Designation

Structures within historic districts may be designated a status of "significant," "contributing," or "noncontributing," as defined in Section 14-9.3, *General Definitions.* Staff shall maintain a record as to the current status of structures located in the historic districts.

II. HDRB Authority to Review Status Designation

a. The HDRB may change the status of a structure or to designate a status for a structure that has no status designated.

b. A change in status or the designation of a status shall be based upon an evaluation of data provided through survey or other relevant sources of information and the definitions of "significant," "contributing," or "noncontributing."

c. When the HDRB designates a structure as contributing, it shall also specify which facades of the structure are primary.

III. Initiation of Review of Status Designation

The Board may review the status designation in response to the following: :

a. An application for construction or demolition as set forth in Section 14-5.2 as follows:

1. Prior to the application being placed on a board agenda or prior to issuance of a construction permit, if Board approval is not required, staff shall determine whether the board should review the status of the structure. Staff's determination shall be made within thirty days of submitting the application. If staff's determination is not completed within thirty days, the application shall be forwarded to the board. Review by the board as to the structure's status shall be made at the earliest practicable date. The board or staff (as applicable) may consider the application immediately following the determination of

status. The application shall be reviewed based upon the status of the structure following the determination of status.

2. Prior to action by the board on the application, the board itself may decide to review the status of the structure. The board's determination as to the status shall be made within forty-five days of the decision of the board to review the status. The board or staff (as applicable) may consider the application immediately following the determination of the status. The application shall be reviewed based upon the status of the structure following the determination of status.

b. Request from the property owner;

c. A request initiated by the city. Staff shall notify the property owner prior to initiating the request.

IV. Notice of HDRB's Review of Status

Unless the review is requested by the property owner, staff shall mail notice to the property owner of the subject property no less than 15 days prior to the HDRB's review of a change in or designation of status.

a. In addition, staff shall send notice, by first class mail, to all property owners within one hundred (100) feet of the subject property no less than fifteen days prior to the board's review of a change in or designation of status if the review may result in the lowering of the structure's status. Staff shall retain an affidavit of mailing.

b. With the consent of the property owner, the city shall have posted on the property a poster obtained from the planning land use department. Otherwise, the city shall post the poster on the nearest place available to the city. Such poster shall be securely posted, prominently displayed, visible from a public street , at least fourteen days prior to the scheduled board hearing. The posting shall indicate the nature of the application, identification of the property affected and the time, date and place of the hearing. The poster shall be removed within thirty days of final action. Failure to do so may result in the city removing the sign at the applicant's expense. A civil fee of fifty dollars ($50.00) will be charged.

V. Restoration of Status

If a property owner makes changes to a structure without the proper City approvals which result in the lowering of the structure’s status, staff or the Board may require the property owner to restore the structure such that its former status is restored.

VI. Report to the Governing Body

Staff shall report annually all decisions made by the HDRB regarding a structure’s status.

3. Review by Historic Districts Review Board Required

I. Except where this chapter provides for review by staff, the HDRB shall review all applications for new construction, alteration, or demolition in the historic districts, and of landmark structures throughout the city, based on the standards set forth in this section.

II. The HDRB may approve, deny, approve with conditions, or, with the consent of the applicant, postpone an application.

a. For applications approved with conditions, no permit shall be issued until the HDRB conditions have been met.

b. An application that is postponed shall be heard at a date agreed upon by the HDRB and the applicant.

III. No permit shall be issued until the time for appeal to the Governing Body has expired.

4. Compliance with General and Specific Design Standards Required

All development located within the historic districts and subject to this section shall comply with all applicable general development standards set forth in Section 14-4.6(E), *General Design Standards for All Historic Districts,* as well as any applicable specific development standards set forth in Section 14-4.6(G), *Additional District-Specific Design Standards.*

D. Exceptions

The HDRB may grant an exception to the regulations set forth in this section provided that such exception does not exceed the underlying zoning except when the board of adjustment grants a variance. Staff shall determine whether an exception to general design and preservation standards described in Section 14-4.6(E) is required and shall recommend the HDRB approve, approve with conditions, or deny the exception.

1. Height

If an applicant requests approval of a height in the historic district that exceeds the underlying zoning district requirement, the applicant shall first receive an exception to this section. If the HDRB approves a requested height exception, the applicant shall proceed to the Board of Adjustment or other applicable city body for consideration of the proposed variance, as described in Section 14-2.1(H)(1).

2. Design Standards

The HDRB may review and grant or deny requests for exceptions to all provisions of Section 14-4.6(E), *General Design Standards for All Historic Districts* (except provisions regarding Height, Pitch, Scale, Massing and Floor Stepbacks), Section 14-4.6(G) for construction or alterations within the historic districts, and Section 14-7.6(I) for signs in historic districts. Exceptions are project-specific and do not apply to the subject property in perpetuity.

I. Procedure

When requesting exceptions, the applicant shall use the procedures for public notice and hearing in Section 14-2.1(B)(4), *Scheduling and Notice of Public Hearings*, unless the applicant also requests a variance to the underlying zoning. In such a case the applicant for the historic ordinance exception shall not be required to publish a separate legal ad in the local newspaper. Publication of the agenda is still required.

II. Approval Criteria

In order to approve an exception, the HDRB shall make findings of fact that the applicant conclusively demonstrated that the requested exceptions comply with all the criteria listed as follows:

a. Do not damage the character of the district;
b. Are required to prevent a hardship to the applicant or an injury to the public welfare; and
c. Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts.

3. Height, Pitch, Scale, Massing, and Floor Stepbacks

The HDRB is responsible for reviewing and granting or denying requests for exceptions from regulations in Section 14-4.6(F). The HDRB may grant exceptions and impose conditions thereon to Section 14-4.6(F) for height of structures within the historic districts as specified in Section 14-4.6(F)(1). Exceptions are project-specific and do not apply to the subject property in perpetuity.

I. Procedure

When requesting exceptions, the applicant shall use the procedures for public notice and hearing in Section 14-2.1(B)(4), *Scheduling and Notice of Public Hearings*, unless the applicant also requests a variance to the underlying zoning. In such a case the applicant for the historic ordinance exception shall not be required to publish a separate legal ad in the local newspaper. Publication of the agenda is still required.

II. Approval Criteria

In order to approve an exception, the HDRB shall make findings of fact that the applicant conclusively demonstrated that requested exceptions comply with all the criteria listed as follows:

a. Do not damage the character of the streetscape;
b. Prevent a hardship to the applicant or an injury to the public welfare;
c. Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts;
d. Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;
e. Are due to special conditions and circumstances which are not a result of the actions of the applicant; and
f. Provide the least negative impact with respect to the Purpose of this section as set forth in Section 14-4.6(A)(1).

E. General Design Standards for All Historic Districts

These standards shall apply to all additions or alterations to existing structures in the Historic Districts. Contributing, significant and landmark structures may be subject to specific additional restrictions, and district-specific standards in Section 14-4.6(G).

1. General

I. The historic status of a property with a historic status designation of significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a property to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status is prohibited.

II. If a proposed alteration or new construction will cause an adjacent property to lose its significant, contributing, or landmark status, the application may be denied.

III. For the purposes of the regulations of this subsection, all facades of a significant structure are primary facades.

2. Building Additions

I. Design

a. Building additions that meet the standards of Section 14-4.6(G)(2), *Downtown and Eastside Historic District,* shall continue to meet those standards, in addition to the standards set forth in this section.

b. Building additions shall have similar materials, architectural treatments and styles, features, and details as the existing structure, but shall be distinguishable from and not attempt to duplicate the existing structure.

II. Size and Location
   a. Building additions are not permitted to primary facades.
   b. All building additions shall be set back a minimum of ten feet from the primary facade.
   c. Building additions shall not exceed 50 percent of the square footage of the building's historic footprint and shall not exceed 50 percent of the historic length in linear feet of the primary façade.
   d. To the extent architecturally practicable, new building additions shall be attached to any existing non-primary façade of a structure rather than attaching them to the primary facade of a structure.

III. Height
   a. The maximum height of building additions to significant and landmark structures shall be at least six inches lower than the parapet or equivalent roof feature of the existing adjacent connecting facade.
   b. Building additions to contributing structures shall be no more than one additional story higher than the existing structure. To the extent architecturally practicable, two story additions shall be set to the rear or the side rear of the structure. When an additional story is to be placed upon an existing contributing structure, that footprint may be no greater than fifty percent of the footprint of the existing structure, subject to the provisions of Subsection A(1) above. For the purposes of this paragraph, an additional story shall not exceed twelve (12) feet from the existing rooftop to the highest point of that story.

IV. Remodeling to Increase Height
   a. For remodeling of an existing significant or landmark structure, no increase in height of the structure is permitted.
   b. For remodeling an existing contributing structure, a height increase may be permitted through approval of an exception, as described in Section 14-4.6(D).

V. Rooftop Equipment

   Rooftop equipment, including but not limited to solar collectors, clerestories, decks, or mechanical equipment, may only be installed on contributing and noncontributing structures and shall not be publicly visible, nor shall a parapet be raised to conceal such equipment.

3. Porches and Portals

   Existing porches or portals on significant and landmark structures, and on primary facades of contributing structures shall not be permanently enclosed.

4. Windows, Doors, and Other Architectural Features

   I. For all facades of significant and landmark structures and for the primary facades of contributing structures:

      a. Historic windows shall be repaired or restored wherever possible. Historic windows that cannot be repaired or restored shall be duplicated in the size, style, and material of the original. Thermal double-pane glass may be used. No window opening shall be widened or narrowed.
      b. Window depth and other characteristics of window and door fenestration shall be preserved.
      c. No new opening shall be made where one presently does not exist unless historic documentation supports its prior existence.
      d. No historic opening shall be closed.

   II. For all facades of contributing, significant, and landmark structures:

      a. Architectural features, finishes, and details other than doors and windows shall be repaired rather than replaced.
      b. In the event replacement is necessary, the use of new material may be approved. The new material shall match the material being replaced in composition, design, color, texture, and other visual qualities.
      c. Replacement or duplication of missing features shall be substantiated by documentation, physical, or pictorial evidence.

5. Roofs

   The existing historic roof styles and materials shall be maintained or replaced in kind if necessary. The addition of dormers or other roof features should only be considered when they are an existing historic feature of the structure.

6. Surface Cleaning

   The surface cleaning of structures shall employ the gentlest means possible. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials are not permitted.

7. Archaeological Resources

   Discovery of archaeological resources made during development of a historic property shall be referred to the Archaeological Review Committee. See Section 14-2.1G.1.IV.c, *Unexpected Discoveries*.

8. Signs

   Sign applications and required submittals shall be reviewed by the Planning and Land Use Department. Approval or denial shall be indicated by the department on the application for the construction permit and on each of the required submittals.

9. Murals

   If an application impacts a mural funded through the art in public places program or is otherwise within the scope of the arts commission's enabling responsibilities,

the HDRB may refer the application to the City Arts Commission. If a proposed mural does not meet the criteria in the historic ordinance, an exception is required.

10. Pedestrian-Oriented Areas

I. The HDRB shall recommend to the Governing Body appropriate streets or portions of streets within the historic district to be set aside for pedestrian-oriented areas.

II. The Governing Body may set aside the areas recommended, provided that three-fourths of the property owners adjoining the street or portion of street affected have given consent thereto.

III. Such pedestrian-oriented areas shall be closed to vehicular traffic, and any improvements made by the City in the public right-of-way within the area shall be for pedestrian purposes.

IV. No pedestrian-oriented area shall be set aside unless there is adequate space available conveniently related to the area for vehicle parking. The HDRB's recommendation to the Governing Body shall include a statement of the available parking spaces.

F. Height, Pitch, Scale, Massing and Floor Stepbacks

The height, pitch, scale, and massing of any structure in a historic district, as defined in this section, shall be limited as provided for in this section, unless further restricted elsewhere within this chapter.

1. Applicability

The following sections identify specific areas and specific projects subject to this section. The Planning and Land Use Director shall determine whether or not properties are included within this section.

I. Specific Areas

The height limitations in this subsection F apply:

a. Within the following historic districts:
    1. Downtown and Eastside;
    2. Don Gaspar;
    3. Historic Transition; and
    4. Westside-Guadalupe.
b. In the Historic Review district, as specified herein. This authority shall apply to the northern and eastern portion of the Historic Review district, as illustrated on the map adopted by Ordinance No. 1983-69, and as amended, incorporated by reference, and shown on the Official Zoning Map. Inclusive under this authority are all properties accessed from Canyon Road, Camino Militar, Apodaca Hill, Camino Ribera, Camino Cabra, Camino Santander, Camino San Acacio, Camino del Monte Sol, Camino Rancheros, Camino Ranchitos, Garcia Street, Old Santa Fe Trail (to the Arroyo de los Chamisos crossing), and Old Pecos Trail (to the southern boundary of the Historic Review district) as they continue out of the Downtown and Eastside historic district and terminate in the Historic Review district. This authority shall also apply to all properties accessed from public rights-of-way that are located east of the western boundary of the Historic Review district and north of the southern boundary of the Historic Review district to the intersection of Camino Corrales and Fort Union Drive.
c. To all properties accessed from Camino Lejo, Mt. Carmel Road, and east to the intersection of Camino de Cruz Blanca and Camino de Cruz Blanca Norte, inclusive of Camino de Cruz Blanca and Camino de Cruz Blanca Norte, and exclusive of properties east of the intersection of Camino de Cruz Blanca and Camino de Cruz Blanca Norte.
d. The limitation of applicability shall not affect the authority of the HDRB with respect to significant or contributing structures as provided in Section 14-4.6G.1, *Don Gaspar Area Historic District*, Section 14-4.6G.3, *Historic Review District,* and Section 14-4.6G.4*, Historic Transition District.*

II. Streetscape Standards
a. Streetscapes shall not extend beyond the outer boundaries of the historic districts.
b. When determining streetscape, the following structure types shall be excluded: institutional structures, buildings originally constructed to house a hotel, multi-unit residential, buildings with non-historic multiple stories, non-historic pitched roof, auxiliary outbuildings such as sheds, existing structures approved by way of a variance or exception, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on an applicable streetscape.
c. When determining an applicable streetscape, vacant lots or parcels shall not be included in the calculation for allowable height.

d. If a portion of a structure falls within the measurement of an applicable streetscape, such structure shall be considered as part of the applicable streetscape.
e. If the determined allowable height of a proposed residential building or addition does not meet the minimum construction standards related to height set forth in the international building code (IBC), then the IBC shall prevail.

III. Project Location

Planning and Land Use Department staff shall determine the applicability of this section to individual projects and the applicable streetscape as follows:

a. If the project is located on a street that extends linearly with no interruptions or truncations, the streetscape shall include buildings, yard walls, and fences on both sides of the street on which the proposed building, yard wall, or fence is to be located, for a distance of 600 feet measured from the midpoint of the street-facing façade(s) of the proposed building, yard wall, or fence in both directions parallel to the street centerline. See Figure 4.6-1.

Figure 4.6-2: Linear Street - No Interruptions or Truncations

b. If the streetscape is truncated by an intersecting block or a visual intrusion, such as a curve or turn in the streetscape, before the 600 feet is measured, the streetscape shall include all buildings, yard walls, or fences up to and including those which front the intersection or intrusion. See Figure 4.6-2.

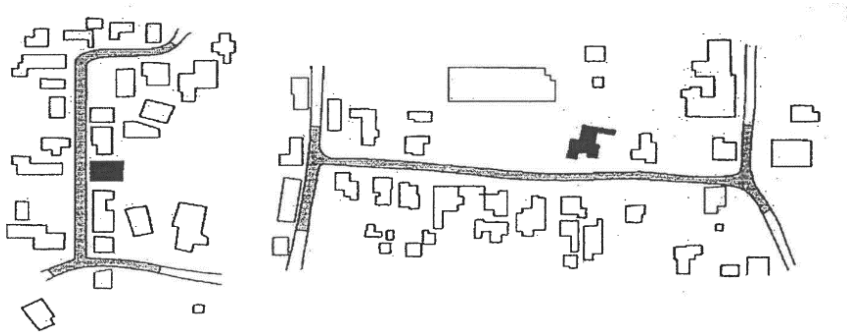


Figure 4.6-1: Truncation by an Intersecting Block or Visual Intrusion

c. If the proposed building, yard wall, or fence fronts more than one street, the streetscape on each street frontage as determined in provision 1 above in this subsection above shall be considered. See Figure 4.6-3.

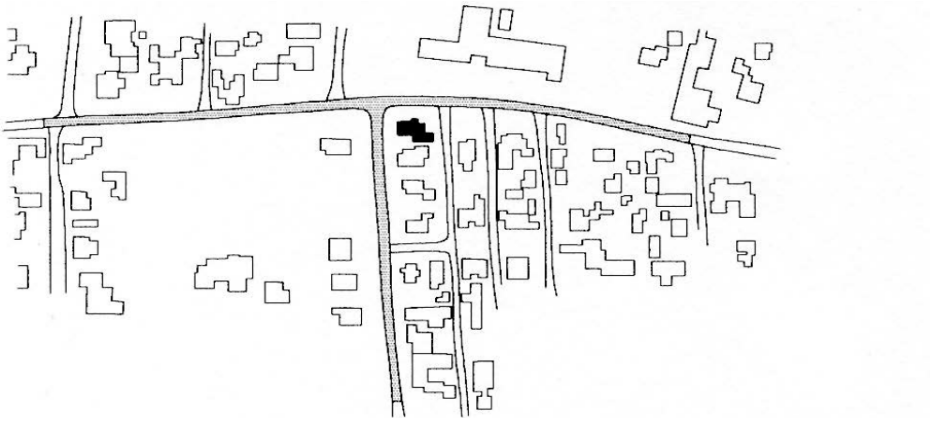


Figure 4.6-3: Frontage on More than One Street

d. When the proposed building, yard wall, or fence is located on a lot with no frontage on rights-of-way, the streetscape is defined by measuring a distance of 300 feet in all directions beginning from the mid-point of the facade which contains the principal entrance of the building. The height of a proposed yard wall or fence shall not exceed the height of the tallest yard wall or fence within this streetscape. See Figure 4.6-4.

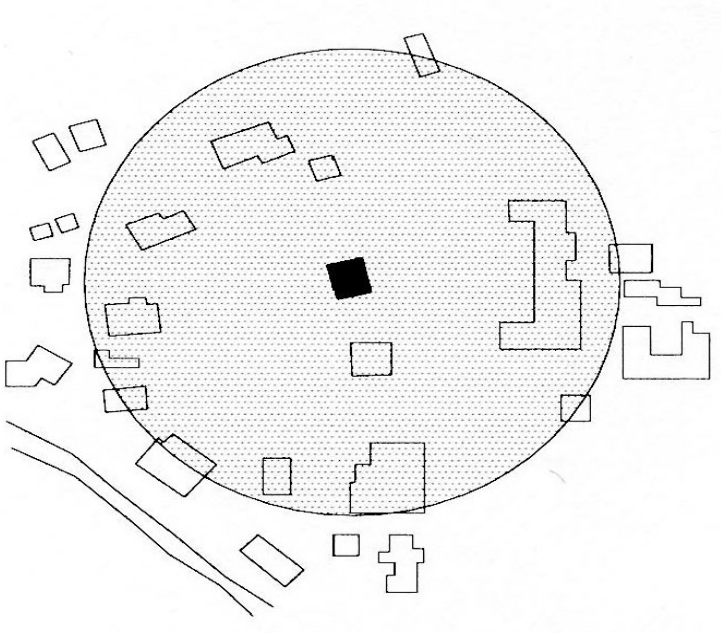


Figure 4.6-4: Interior Lot with No Street Frontage

e. When the proposed building, yard wall or fence faces a T- or a Y-intersection, the streetscape shall include buildings, yard walls, and fences as defined in provision 1 above this subsection, and buildings, yard walls, and fences on both sides of the street creating the leg of the "T" or the arm of the "Y" for a distance of 300 feet parallel to the street centerline. See Figures 4.6-5 and 4.6-6.

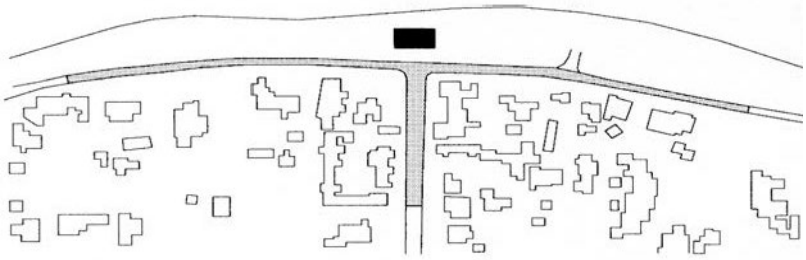


Figure 4.6-5: Location at a "T" Intersection

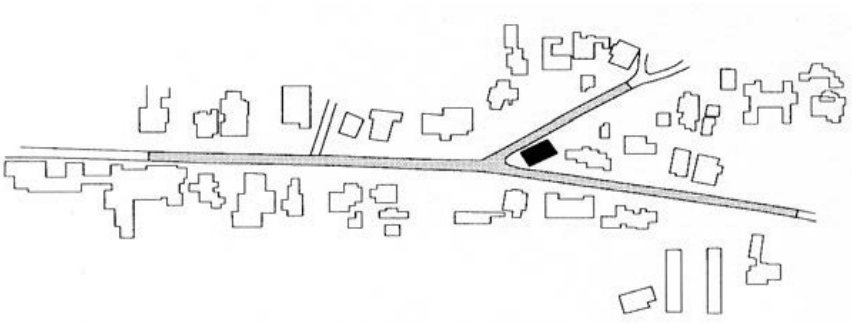


Figure 4.6-5: Location at a "Y" Intersection

f. When the proposed building, yard wall, or fence is located in a streetscape that includes no buildings, yard walls, or fences, the height of the proposed building shall not exceed 16 feet. Yard walls and fences in this streetscape shall not exceed five feet in height.

2. Height

I. Official Map of Building Heights in the Historic Districts – Procedures

a. The HDRB shall recommend the adoption of an official map reflecting building heights in the historic districts to the Governing Body. This map shall be used to regulate building height in the historic districts. The official map, adopted January 2010 inclusive of amendments, is hereby adopted by reference and incorporated as if set out herein.

b. The map shall be adopted at a public hearing of the Governing Body, which hearing shall be advertised in a local newspaper no less than 15 days prior to the hearing. All affected property owners and owners of lots or of land within 100 feet, excluding public right-of-way, of the property affected shall be notified of the public hearing by first class mail, postmarked at least 15 days prior to the public hearing. The official map shall be adopted by the Governing Body by ordinance.
c. The official map of building heights in the historic districts may be amended from time to time. The HDRB shall make recommendations to the Governing Body for the amendment of the official map, at a public hearing. Such hearing shall be advertised in a local newspaper no less than 15 days prior to the hearing.
d. The Governing Body shall hold a public hearing on any amendments to the official map. Such public hearing shall be advertised in a local newspaper no less than 15 days prior to the hearing. All affected property owners and owners of lots or of land within 100 feet, excluding public right-of-way, of the property affected shall be notified of the public hearing by first class mail, postmarked at least 15 days prior to the public hearing.
e. The official map is available in the Planning and Land Use Department and is accessible at all reasonable times for inspection.

II. Height Limitations

The HDRB shall limit the height of structures as set forth in this section. Heights of existing structures shall be as set forth on the official map of building heights in the historic districts.

a. If a proposed building has a parapet, the façade shall not exceed two feet of the average of the height of the façades in the streetscape.
b. If the proposed building has a pitched roof, the ridge height of the proposed building shall not exceed two feet of the average of the ridge height of the pitched roofs in the streetscape.
c. Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.
d. The height of any other structure shall be limited to the allowable building height within the applicable streetscape, as defined in this section.
e. The height and dimension of signage are as set forth in Section 14-7.6(I), *Sign Regulations in the Historic Districts.*
f. The HDRB may increase the allowable height for proposed buildings and additions located on a sloping site where the difference in the natural grade along the structure's foundation exceeds two feet. In no case shall the height of a façade exceed four feet above the allowable height of the applicable streetscape measured from natural or finished grade, whichever is more restrictive. This increase in height shall be constructed only in the form of building setbacks from the street.

III. Height Measurement

a. In historic districts, height shall be the vertical distance measured between the highest part of a structure and the existing grade or finished grade, whichever is more restrictive, at the midpoint of the street-facing facade, excluding rooftop appurtenances, the increased height of walls or fences over pedestrian and vehicular openings, and gates (either in opened or closed position).
b. For structures that do not have street frontage, height shall be determined by the facade that contains the tallest vertical distance measured between the highest part of a structure and the existing grade or finished grade, whichever is more restrictive. The height of walls and fences is measured from the street-facing side of the wall or fence.

IV. Pitch

If the determined streetscape includes over 50 percent buildings with pitched roofs, the proposed building may have a pitched roof. A pitched roof is defined as a gable, shed, or hipped roof. The pitch of the roof shall match the predominant pitch extant in the streetscape.

V. Scale

The height of a proposed building or addition, its façade length, and its roof form and pitch shall appear to be in proportion to the height, façade length, and roof form and pitch of buildings in the applicable streetscape, or the building on which the addition is proposed.

VI. Massing and Floor Stepbacks

The HDRB may require that upper floor levels be stepped back, to carry out the intent of this section; provided that the HDRB in making such determinations shall take into account whether the height of the proposed building, yardwall, fence, or proposed stepback of upper floor levels is in harmony with the massing of the applicable streetscape and preservation of the historic and characteristic visual qualities of the streetscape. The HDRB shall also require that the publicly visible façades of the structure be in conformance with Section 14-4.6(G), *Additional District-Specific Design Standards,* and in meeting those requirements, may require that different floor levels be stepped back.

G. Additional District-Specific Design Standards

1. Don Gaspar Area Historic District

I. Description of Architectural Character in 2025

This district is notable as an early-twentieth century planned residential neighborhood that reflects a unique blend of Anglo-American house forms with traditional Santa Fe Design elements. Several Pueblo-Spanish and Territorial adobe-constructed houses dating from the nineteenth century are extant. Residential development of the area began in the 1890s and continued through the 1920s. While one and two-story bungalows predominate in this district, a number of other house types are in evidence, including Italianate, Four Square, Mission Revival, Colonial Revival, Northern New Mexico Vernacular, Pueblo-Spanish Revival, and Territorial Revival. The relative diversity of architecture reflects the stylistic influence of eclecticism popular throughout the United States during the late nineteenth century and promoted in Santa Fe following the arrival of the railroad in 1881. The rise of the "Santa Fe Style" movement beginning with the publication of the 1912 Planning Board's report (which called for the preservation of the indigenous styles of architecture), saw the construction and remodeling of buildings in a manner more consistent with the Pueblo-Spanish and Territorial. Today, the district survives as an outstanding example of an early planned residential neighborhood containing a blend of traditional, eclectic, and traditional-revival architecture.

II. Exterior Design Elements and Standards

New construction and modifications or alterations to existing buildings in this district generally shall be in the Bungalow style or the Pueblo-Spanish Revival, Territorial Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style," and specifically shall meet the standards set forth below. Compliance with the following standards shall occur wherever those exterior features of buildings and other structures subject to public view from any public street , way, or other public place.

a. Exterior Wall Finish Materials
    1. Stucco, brick, stone, or wood shall be used as exterior wall finish materials.
    2. Aluminum or vinyl siding, metal panels, mirrored glass, and unstuccoed concrete block or unstuccoed concrete are prohibited as exterior wall finish materials.

b. Roofs
    1. Shape
        i. Roofs shall be flat, gabled, shed, or hipped.
        ii. Folded plate or hyperbolic roofs are prohibited.
        iii. For new construction within the district, the roof shape of a building shall be similar to the roof shape of at least 50 percent of the historic buildings within the streetscape.
    2. Roof Color/Finish
        i. Roofs shall be earth-tone colors and may include grays, browns, and reds.
        ii. Wood shingle, asphalt, true standing-seam (non-reflective), and red clay tile roofs are permitted.
        iii. Enamelized metal roofs shall be permitted on non-contributing buildings, so long as the roof profile is that of a standing-seam roof and is non-reflective.
        iv. Descriptions of acceptable roof materials described here are available from the Planning Office upon request.

c. Solar Energy Systems

    The use of solar and other energy collecting and conserving strategies is encouraged. The use of large, glazed areas on south-facing walls for trombe walls or other solar collectors, direct gain, or other collecting purposes is allowed. When in view from any public street, way, or other public place, solar equipment shall be screened as follows:

    1. Raising the parapet up to a maximum of two feet;
    2. Setting back from the edge of the roof;
    3. Framing the collector with wood;
    4. In pitched roofs, by integrating the collector into the pitch;
    5. In ground solar collectors by a wall or vegetation;
    6. In wall collectors or greenhouses, by enclosing end or other walls;
    7. Other means that screen the collector or integrate it into the overall structure. Non-glare materials shall be used in solar collectors.

d. Rooftop Appurtenances

    Rooftop appurtenances shall be architecturally screened by opaque materials by raising the parapet up to a maximum of two feet, framing in the equipment, or other appropriate means. The equipment shall be of a low profile to minimize the screening problems.

e. Walls/Fences
   1. Walls and fences shall be constructed of brick, adobe, stone, masonry, wood, coyote fencing, concrete block, or similar materials.
   2. Wrought iron fences, braided wire fences, and slump block walls are allowed.
   3. Walls of unstuccoed concrete, chain-link, welded metal wire, or similar materials are prohibited, except where the wall or fence is not publicly visible.
   4. The maximum height of yard walls and fences in this district shall be four feet on the front of the property and six feet on the side and rear. Side walls or fences shall step down to the intersection with lower front walls or fences incrementally over a run of 15 feet. Walls and fences on corner lots shall be a maximum of four feet on all sides that face streets.

f. Parking
   1. For residential uses, paving with asphalt is not allowed in the front yard except in the sidewalk or driveway. No required front yard shall be used for off-street parking.
   2. For commercial uses zoned C-1, front yards shall be landscaped, and no required front yard shall be used for off-street parking.

g. Greenhouses
   1. Attached greenhouses that front on the street shall give the appearance of being integrated into the structure of the building or of being a substantive addition rather than having a lean-to-effect.
   2. The use of corrugated fiberglass or rolled plastic for the external surface of attached or freestanding greenhouses that front on the street is prohibited.
   3. Greenhouses with slanting sides shall be bracketed at the ends, and greenhouses made from enclosed porches or portals shall maintain the shape of the porch or portal.

h. Tree Preservation

   Existing trees over 12-inch caliper shall be preserved to the maximum extent feasible. Existing trees over 12-inch caliper that are removed during the development process shall be replaced with two trees of two-inch caliper from the approved tree list maintained by the City.

i. Historic Alleys

   An alley or lane that has been in existence for at least 50 years shall be retained.

j. Exterior Building Colors
   1. The color of stuccoed buildings shall predominantly be in browns, tans, local earth tones, and soft pastels. However, trim colors may be more vibrant.
   2. Surfaces of stone or brick shall be in the natural color.

2. Downtown and Eastside Historic District

I. Description of Architectural Character in 2025

a. Often referred to as the "core historic district," the Downtown & Eastside Historic District comprises just over 1,400 acres and represents the highest concentration of historic residential, institutional, and commercial architecture in the city.

b. The downtown portion of the district is ringed by Paseo de Peralta and contains the remnants of seventeenth-century Santa Fe, including the Plaza, the Palace of the Governors, and Barrio de Analco neighborhood. The state of New Mexico Capitol complex is located at the south-central end of the downtown area. In general, the buildings located downtown are one to three stories in height and are designed (or have been remodeled) in the Pueblo-Spanish Revival or Territorial Revival styles during the twentieth century. While the Santa Fe Style predominates downtown, there are many important historic buildings in this area that represent other stylistic influences, including the Santa Fe Cathedral (1869-80), the Loretto Chapel (1878), and the Scottish Rite Temple (1912).

c. The Eastside neighborhood extends north, south, and east from Paseo de Peralta and represents a semi-rural residential area that has evolved over the course of four centuries. Geographically, the area is dominated by the eastern canyon, the Santa Fe River, and the Acequia Madre, which still provides irrigation water for properties adjacent to it. Architecturally, one-story Pueblo-Spanish, Pueblo-Spanish Revival, Territorial, Territorial-Revival, and Northern New Mexico Vernacular architecture predominates. However, other historic architecture including Queen Anne, Four Square, and bungalow is in evidence, especially along Palace Avenue and Alameda.

II. Exterior Design Elements and Standards

New construction and modifications or alterations to existing buildings in this district generally shall be in the Pueblo-Spanish Revival, Territorial-Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style," and specifically shall meet the standards set forth below.

a. Exterior Wall Finish Materials
    1. On any elevation of a building or adjoining wall that is publicly visible, at least 80 percent of that wall shall be finished in a mud-based plaster, lime-based plaster, or Portland cement-based or synthetic-based stucco.
    2. The balance of a publicly visible elevation of a building or adjoining wall may be finished with natural river stone, brick, tile, terra cotta, wood plank, clapboard, or hewn logs.
    3. Aluminum or vinyl siding, metal panels, mirrored glass, and unstuccoed concrete block or unstuccoed concrete are prohibited as exterior wall finish materials.

b. Roofs
    1. Roofs on Pueblo-Spanish Revival and Territorial Revival buildings shall be flat and surrounded on at least three sides by a parapet. Roofs may be slightly pitched so long as the pitch is concealed by the parapet.
    2. Flat roofs may have no more than a 30-inch overhang.
    3. Northern New Mexico Vernacular buildings with gabled or hipped roofs may be constructed, provided that at least 50 percent of the roofs in the defined streetscape are pitched.
    4. No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels.
    5. Rooftop appurtenances other than chimneys, flues, or vents, are not allowed if publicly visible. Skylights shall be lower than a building's parapet and are not allowed on buildings with pitched roofs.

c. Building Massing and Building Details
    1. Buildings generally shall be long and low, with length exceeding height by a factor of two to one.
    2. Window and door space combined shall not exceed 40 percent of any publicly visible elevation, except for doors and windows located beneath a portal.
    3. On Pueblo-Spanish Revival-style buildings, in order to simulate adobe construction, no window or door on any publicly visible elevation shall be located within three feet from the corner of the building. The exception to this requirement is enclosed portals, which may have windows located less than three feet from a corner, but shall not be located on a building's street-facing elevation.
    4. On Pueblo-Spanish Revival-style buildings, edges and corners of publicly visible buildings or structures shall be rounded to simulate weathered adobe construction. Windows and doors should be inset a minimum of two inches to simulate adobe construction.

5. The primary elevations of all new buildings or additions to non-contributing buildings shall be flat, varied by inset portals, projecting portals, projecting vigas or rafter tails, canales or waterspouts, flanking buttresses and wooden lintels, architraves, and cornices.
6. Windows on elevations of publicly visible buildings and structures shall be double-hung or casement with divided light glazing not exceeding 30 inches in any dimension. Snap-in or applied muntins are prohibited if publicly visible.
7. Doors on publicly visible elevations of buildings and structures shall have divided lights not exceeding 30 inches in any dimension. Snap-in or applied muntins are prohibited if publicly visible.
8. Glassed areas exceeding 30 inches and publicly visible are permitted, provided they are located beneath a portal.

d. Walls/Fences
   1. Walls and fences shall be constructed of brick, adobe, stone, masonry, wood, coyote fencing, concrete block, or similar materials.
   2. Wrought iron fences, braided wire fences, and slump block walls are allowed.
   3. Walls of unstuccoed concrete, chain-link, welded metal wire, or similar materials are prohibited, except where the wall or fence is not publicly visible.
   4. The maximum height of walls and fences located between buildings and street frontages in the Eastside area shall be five feet in height, and in the Downtown area, four feet.

e. Portals

   In the Downtown area, one-story Pueblo-Spanish Revival or Territorial-Revival inspired portals shall be constructed on the street-facing elevation of all commercial buildings.

f. Tree Preservation

   In the Eastside portion of the district, existing trees over 12-inch caliper shall be preserved to the maximum extent feasible. Existing trees over 12-inch caliper that are removed during the development process shall be replaced with two trees of two-inch caliper from the approved tree list maintained by the City.

g. Exterior Building Colors
   1. Any publicly visible elevation of a building shall be of one light or dark earth color, matte, or dull finish, and of a relatively smooth texture.
   2. Building trim and building elevations located beneath portals may be of contrasting or complimentary accent colors.

3. Historic Review District

I. Applicability
   a. The Planning and Land Use Department shall review and approve or deny all applications for new construction, exterior alteration, and demolition of structures in the historic review district in accordance with the standards set forth in this section.
   b. The Historic Districts Review Board shall review and approve or deny new construction of commercial, residential multi-unit, public structures, and those structures requiring the Board's review as specified in Section 14-4.6(F)(2). Approval, denial, or referral shall be indicated on the application for the construction permit.

II. Exterior Design Elements and Standards

Compliance with the following structural standards is required when exterior features of buildings and other structures that are visible from any public street, way, or other public place, are erected, altered, or demolished.

a. Exterior Wall Finish Materials
    1. Slump block, stucco, or stone shall be used as exterior wall materials. Wood and other materials may be used for details.
    2. Aluminum siding, metal panels, mirrored glass, and unstuccoed masonry units or unstuccoed cement shall not be used as exterior wall materials; and
    3. The color of stuccoed buildings shall predominantly be brown, tan, yeso, or local earth tones. Stone surfaces shall be in the natural color. Entries and portals may be emphasized by the use of white or other colors or materials. Painting buildings with bold repetitive patterns, or using buildings as signs, is prohibited.

b. Roofs and Building Massing
    1. Buildings shall be designed to be "wall dominated," which means that the building's geometry is more defined by walls than by roofs.
    2. In order to emulate traditional Santa Fe architecture and construction traditions, structures shall be designed to appear essentially as structures with massive walls which are defined as being built or appearing to be built of adobe construction, wall thickness appearing massive in relation to wall height, and where applicable, the depths of windows, doors and entry opening showing the massiveness of the structure. Structures shall be wall-dominated, except under portals.
    3. The mass elements that make up the building composition shall appear as single blocks. Buildings with ground coverage of over 20,000 square feet and over one story shall be designed to appear more as an aggregation of smaller "building blocks" rather than a single large box or block.
    4. Buildings with flat, gabled, shed, and hipped roofs can be designed as "wall dominated" solutions and are allowed. However, gabled, shed, and hipped roofs are only allowed if sufficient evidence is provided by the applicant showing that there are pitched roofs within the related streetscape, as viewed when standing in the public street in front of the site.
    5. The height of the roof above the wall shall be no greater than the height of the walls.
    6. Folded plate, hyperbolic, mansard, or red tile roofs are not allowed. Roofs in local earth tones are preferred.
    7. Roof-mounted mechanical, electrical, and telephone equipment and other obtrusive structures shall be architecturally screened with opaque materials by raising the parapet, boxing in the equipment or other appropriate means. The equipment shall be of a low profile to minimize the screening problem.

c. Solar Energy Systems

The use of solar and other energy collecting and conserving strategies is encouraged. The use of large, glazed areas on south-facing walls for trombe walls or other solar collectors, direct gain, or other collecting purposes is allowed. When in view from any public street, way, or other public place, solar equipment shall be screened as follows:

1. Raising the parapet up to a maximum of two feet;
2. Setting back from the edge of the roof;
3. Framing the collector with wood;
4. In pitched roofs, by integrating the collector into the pitch;
5. In ground solar collectors by a wall or vegetation;
6. In wall collectors or greenhouses, by enclosing end or other walls;
7. Other means that screen the collector or integrate it into the overall structure. Non-glare materials shall be used in solar collectors.

d. Cantilevers

No cantilever or beam, plate or other projection from a wall that is unsupported at the other end are allowed except over the projecting vigas, beams, or wood corbels or as part of the roof. The use of arches is discouraged except in free-standing walls.

e. Walls/Fences

Walls and fences visible from the street shall be built of brick, adobe, rock, masonry, wood, coyote fencing, wrought iron, slump block, or similar materials. Walls of unstuccoed concrete block or unstuccoed concrete, chain link, metal wire, or similar materials are prohibited, except where the wall or fence is not visible from the street.

f. Parking

When parking spaces are required for commercial or multi-unit residential buildings, they shall be placed to the rear or side of the building. When parking areas are visible from the street, they shall be screened from view by walls, fences, vegetation, planters, earth berms, or other means.

4. Historic Transition District

I. Description of Architectural Character in 2025

The 26-acre Historic Transition District represents Santa Fe's earliest platted neighborhood, located just east of the railyard. Subdivided in a grid in anticipation of a need for housing and commercial space with the arrival of the Atchison, Topeka, and Santa Fe Railroad to the city in 1881, the area only grew slowly through the late nineteenth and early twentieth centuries. The buildings constructed in the district during this period were primarily Anglo-American in inspiration and included Queen Anne, Second Empire, and Bungalow stylistic influences not native to Santa Fe, but a result of a concerted effort that was made by businessmen and politicians to "Americanize" the city prior to statehood in 1912. During the post-1920 period, the area became more

commercial and a location for car dealerships, auto repair shops, and light industrial activities (many constructed in the Pueblo-Spanish Revival idiom and still extant). While the district today contains an eclectic blend of building types and styles, it is unified by its original layout and acts as an important transition zone between the Downtown & Eastside Historic District, the Westside-Guadalupe Historic District, the Don Gaspar Area Historic District, and the Santa Fe Railyard.

II. Exterior Design Elements and Standards

New construction and modifications or alterations to existing buildings in this district generally shall be in the Bungalow style or the Pueblo-Spanish Revival, Territorial Revival, or Northern New Mexico Vernacular sub-types of the "Santa Fe Style," and shall meet the standards set forth below.

a. Exterior Wall Finish Materials
    1. Stucco, brick, slump block, wood, and stone are allowed exterior wall finish materials.
    2. Aluminum siding, metal panels, mirrored glass, unstuccoed masonry units and unstuccoed concrete siding are not allowed.

b. Roofs
    1. The height of the roof shall be no greater than the height of the wall measured from the ground.
    2. Folded plate, hyperbolic, and mansard roofs are not allowed.
    3. Roofs in muted colors are preferred.

c. Solar Energy Systems

The use of solar and other energy collecting and conserving strategies is encouraged. The use of large, glazed areas on south-facing walls for trombe walls or other solar collectors, direct gain, or other collecting purposes is allowed. When in view from any public street, way, or other public place, solar equipment shall be screened as follows:

1. Raising the parapet up to a maximum of two feet;
2. Setting back from the edge of the roof;
3. Framing the collector with wood;
4. In pitched roofs, by integrating the collector into the pitch;
5. In ground solar collectors by a wall or vegetation;
6. In wall collectors or greenhouses, by enclosing end or other walls;
7. Other means that screen the collector or integrate it into the overall structure. Non-glare materials shall be used in solar collectors.

d. Walls/Fences

1. Publicly visible walls and fences shall be built of brick, adobe, rock, masonry, wood, coyote fencing, braided metal wire, wrought iron, slump block, or similar materials.
2. Walls of unstuccoed concrete block or unstuccoed concrete, chain link, welded metal wire, or similar materials are prohibited, except where the wall or fence is not publicly visible.
3. The maximum height of yard walls and fences in the district shall be four and one-half feet on the front of the property and six feet on the side and rear. Side walls or fences shall step down to the intersection with lower front walls or fences incrementally over a run of 15 feet. Walls and fences on corner lots shall be a maximum of four feet on all sides that face streets.

e. Cantilevers

Cantilevers are prohibited except over projecting vigas, beams, or corbels or as part of the roof. The use of arches is discouraged except in freestanding walls.

f. Exterior Building Colors
    1. The color of stuccoed buildings shall be predominantly browns, tans, or other earth tones.
    2. Stone and brick shall be left their natural color.
    3. Entries and portals may be emphasized by the use of white or other muted colors.

III. Remodeling and Alteration
    a. Persons requesting approval for construction permits for remodeling or alteration of nonconforming structures shall not be required to bring the total structure into conformance with the standards for the historic transition area. However, the portion of the building that is remodeled or altered shall conform to those standards. Remodeling of structures of architectural and historic interest or individually entered on the state register of cultural properties or national register of historic places or designated as significant on either register shall be related to and compatible with the structure. "Related to and compatible with" means existing together with unity and coherence.
    b. Final Review
        1. All applicants for final review shall submit digital building elevations meeting the requirements of the Planning and Land Use Department.
        2. The Planning and Land Use Department shall make a determination of whether the plans and elevations are in compliance with the requirements of this section within five working days from the date of the application to the city. If the submitted information is inadequate, the Planning and Land Use Department may postpone action until a date agreed upon by the Department and the applicant.
        3. Final approval, denial, or conditional approval shall be granted by the Planning and Land Use Department. If conditional approval is given, the list of conditions shall be attached to the application. If the application is denied, the sections of the historic transition district with which the application did not comply shall be noted.
        4. No approval by the Planning and Land Use Department shall be required for repairs that do not in any way alter any exterior feature in view from any public street, way, or public place, or for repainting it the same color.

5. Westside-Guadalupe Historic District

I. Description of Architectural Character in 2025

a. The 169-acre Westside-Guadalupe Historic District is an intact, traditional Hispanic residential neighborhood that developed primarily during the Great Depression of the 1930s. Geographically, the area is relatively flat and defined by the Santa Fe River and Agua Fria, which was, until the mid-nineteenth century, the El Camino Real (Royal Road) linking Santa Fe and Chihuahua, Mexico. The earliest buildings in the district, dating from the late eighteenth century, are located along West San Francisco Street between Agua Fria and Alto Streets, and were originally associated with the agricultural use of the land.

b. Growth of the neighborhood was slow and use of the area largely agricultural until the 1920s when an influx of population from rural Northern New Mexico resulted in the subdivision of land, the construction of small, one-story, owner-built houses, and the growth of many dense family compound properties. Architecturally, the majority of buildings in the district today are one-story vernacular with Pueblo-Spanish Revival, Territorial Revival, or eclectic elements. Roughly one-third of the buildings have pitched roofs, and the remainder are flat.

II. Exterior Design Elements and Standards

New construction and modifications or alterations to existing buildings in this district shall be in the Pueblo-Spanish Revival, Territorial-Revival, or Northern New Mexico Vernacular sub-types of the “Santa Fe Style” and shall meet the standards set forth below.

a. Exterior Wall Finish Materials
    1. Slump block, stucco, brick, or stone shall be used as exterior wall finish materials. Wood and other materials may be used for details.
    2. Aluminum or vinyl siding, metal panels, mirrored glass, and unstuccoed concrete block or unstuccoed concrete shall not be used as exterior wall finish materials.

b. Roofs and Building Massing
    1. Buildings shall be designed to be "wall-dominated." For purposes of this subsection, "wall-dominated" means that the building's geometry is more defined by walls than by roofs.
    2. Solid wall space shall be greater in any elevation than window and door space combined. Exceptions may be allowed for south-facing walls for solar equipment, and under portals.
    3. The height of the roof above the wall shall be no greater than the height of the wall.
    4. Buildings with flat, gabled, shed, or hipped roofs can be designed as "wall-dominated" solutions and are allowed.
    5. Folded plate, hyperbolic, or mansard roofs are prohibited.

c. Solar Energy Systems

    The use of solar and other energy collecting and conserving strategies is encouraged. The use of large, glazed areas on south-facing walls for trombe walls or other solar collectors, direct gain, or other collecting purposes is allowed. When in view from any public street, way, or other public place, solar equipment shall be screened as follows:

1. Raising the parapet up to a maximum of two feet;
2. Setting back from the edge of the roof;
3. Framing the collector with wood;
4. In pitched roofs, by integrating the collector into the pitch;
5. In ground solar collectors by a wall or vegetation;
6. In wall collectors or greenhouses, by enclosing end or other walls;
7. Other means that screen the collector or integrate it into the overall structure. Non-glare materials shall be used in solar collectors.

d. Walls/Fences
   1. Publicly visible yard walls and fences shall be of brick, adobe, masonry, stone, wood, coyote fencing, or similar materials.
   2. Wrought iron fences and slump block walls are allowed.
   3. Walls of unstuccoed concrete block, unstuccoed concrete, chain-link, metal wire, or similar materials are prohibited in front yards.
   4. The maximum height of walls and fences in the district shall be four and one-half feet on the front of the property and six feet on the side and rear. Side walls or fences shall step down to the intersection with lower front walls or fences incrementally over a run of 15 feet. Walls and fences on corner lots shall be a maximum of four feet on all sides that face streets.
   5. The colors of stuccoed walls and fences shall be limited to soft pastels and earth tones.

e. Parking

   When parking spaces are required for commercial or multi-family residential buildings, they shall be located to the rear or side of the building. Parking is not allowed in required front yards.

f. Greenhouses
   1. Attached greenhouses that front on the street shall give the appearance of being integrated into the structure of the building or of being a substantive addition rather than having a lean-to effect.
   2. The use of corrugated fiberglass or rolled plastic for the external surface of attached or freestanding greenhouses that front on the street is prohibited.
   3. Greenhouses with slanting sides shall be bracketed at the ends and greenhouses made from enclosed porches or portals shall maintain the shape of the porch or portal.

g. Porches and Portals

   Porches and portals are encouraged.

h. Exterior Building Colors

1. The color of stuccoed buildings shall predominantly be in browns, tans, local earth tones, and soft pastels. However, trim colors may be more vibrant.
2. Surfaces of stone or brick shall be in the natural color.
3. Entryways and portals or porches may be emphasized by the use of white or other colors.

H. Historic Compounds

1. Purpose

I. Historic compounds shall be recognized as historic places and that the identifiable historic, physical, and spatial elements comprising them shall be preserved.

II. Character defining architectural, landscaping, spatial features and contexts in a historic compound shall be preserved.

III. The buildings, structures, landscaping, and open spaces comprising a compound change over time. Changes to a compound may have acquired historic significance and, if so, shall be retained and preserved.

IV. Additions to existing buildings and new construction and landscaping in a historic compound shall be undertaken in such a manner that, if removed in the future, the historic form and integrity of the historic compound would be unimpaired.

2. Identification of Historic Compounds

In reviewing applications for compliance with Section 14-4.6, staff shall evaluate whether the subject property is located in a historic compound. Identification of a historic compound shall be accompanied by a written analysis and justification as to why the compound is historic. Historic compounds shall be comprised of a group of at least three buildings that are historically, physically, and/or spatially related. In order for a compound to be considered historic, at least 50 percent of the buildings in the compound shall be designated contributing, significant or landmark. Designation of all buildings, structures, and objects in a compound shall be reviewed upon application. Four general types of historic compounds are found in Santa Fe, the family, the rental, the placita, and the commercial.

3. HDRB Review of Existing Conditions Assessments and Historic Compound Plans
   I. For any proposed substantive change to a historic compound, the property owner or representative shall submit an existing conditions assessment for review and approval by the HDRB.
   II. For compounds that have one owner, the HDRB may also require a proposed historic compound plan for review and approval. If a historic compound plan is required, a permit for substantive change in the historic compound shall not be issued until final review and approval of the document by the HDRB.
   III. An existing conditions assessment and/or historic compound plan shall not be reviewed until all exhibits, as specified by city policy, have been submitted.
   IV. Review of the existing conditions assessment and historic compound plan by the HDRB shall include the historic, physical, and spatial character including scale and development pattern of the historic compound.
4. Standards for the Rehabilitation, Demolition, Additions and New Construction in Historic Compounds
   I. General
      a. If proposed changes will significantly alter the historic, physical, or spatial character of the historic compound as a whole, the application shall be denied.
      b. If the proposed changes will result in a resource located in the historic compound losing its contributing, significant, or landmark status, the application shall be denied.
   II. Rehabilitations of Contributing, Significant, and Landmark Resources
      In rehabilitating contributing, significant, and landmark resources, the standards as set out in Section 14-4.6(E) shall be met.
   III. Additions
      Additions to contributing, significant, or landmark buildings or structures shall meet the standards as set forth in Section 14-4(6)€(2).

IV. Height
   a. Additions to contributing, significant, or landmark buildings shall be a minimum of six inches lower than the parapet or ridge of the historic building. Additions to contributing, significant, or landmark structures other than buildings shall be a minimum of six inches lower than the highest point of the historic structure. This requirement shall supersede Section 14-4(6)(E)(2)(III).
   b. In addition to the height requirements set forth in Section 14-4(6)(H)(4)(IV)(a), new buildings shall be at least six inches lower than the calculated average height of all contributing, significant or landmark buildings in the historic compound.
   c. New walls, fences, or gates shall not exceed the average height of existing walls, fences, or gates in the historic compound. No wall or fence that significantly changes the spatial character of the historic compound shall be constructed.

V. New Free-Standing Construction and Landscaping
   a. New buildings shall not exceed in size the average historic footprint of all contributing, significant or landmark buildings in the historic compound.
   b. The total footprint of new free-standing building construction approved under this ordinance shall not exceed 50 percent of the combined historic footprint of contributing, significant or landmark buildings.
   c. New construction shall use similar materials, building forms and stylistic elements as found in the historic compound.
   d. New construction shall be visually distinct from, but compatible with, contributing, significant, or landmark architecture in the historic compound.
   e. New construction shall not damage, block, or obscure historic, physical, or spatial character defining features of the historic compound including but not limited to courtyards, roads, paths, walls, fountains, curbing, and vegetation.
   f. The location of new construction shall be considered so that its physical relationship to other buildings is similar to the spatial relationships of existing contributing, significant, or landmark buildings in the historic compound.
   g. Addition of a new object shall not be considered new construction.

VI. Demolitions
   a. Any demolition in a historic compound shall be reviewed as per Section 14-2.1G.3.
   b. The effect(s) of the demolition on the character of the historic compound as a whole shall be taken into consideration when reviewing the application.

5. Survey, Recommendation, Approval of Historic Compound Register and Effective Date

   I. A survey of the historic districts shall be completed to determine a list of eligible historic compounds.

   II. The Historic Districts Review Board shall make a recommendation to the Governing Body as to which properties shall be registered as historic compounds.

   III. The Governing Body shall approve the historic compound register after conducting a public hearing. Notice of the public hearing shall be given to the owner of record of each property considered for the historic compound register by first class mail, with a certificate of mailing provided by the U.S. post office, no less than 15 days prior to the hearing.

   IV. Subsection 14-4.6**(**H**)** shall become effective 30 days after the approval of the historic compound register by the Governing Body.

I. Landmarks

1. Official Map of Landmark Structures-Procedures

   The Historic Districts Review Board shall recommend to the Governing Body an official map designating the status of structures for the purpose of regulation of landmark structures.

I. The map shall be adopted at a public hearing of the Governing Body, which hearing shall be advertised in a local newspaper no less than 15 days prior to the hearing. All affected property owners and owners of lots or of land within 100 feet, excluding public right-of-way, of the property affected shall be notified of the public hearing by first class mail, with a certificate of mailing provided by the U.S. post office, mailed at least 15 days prior to the public hearing.

II. The Historic Districts Review Board shall make recommendations to the Governing Body for the amendment of the official map, at a public hearing. Such hearing shall be advertised in a local newspaper no less than 15 days prior to the hearing. All affected property owners shall be notified of the public hearing by first class mail, with a certificate of mailing provided by the U.S. post office, mailed at least 15 days prior to the public hearing. With the consent of the property owner, the City shall post on the property a poster obtained from the Planning and Land Use Department. If the poster cannot be placed on the property, it shall be posted in the closest location available to the city. Posters shall be securely posted, prominently displayed, visible from a public street, at least 14 days prior to the scheduled HDRB hearing. The poster shall indicate the nature of the application, identification of the property affected and the time, date and place of the hearing. The poster shall be removed within 30 days of final action. Failure to do so may result in the city removing the sign at the applicant's expense. A civil fee of $50.00 will be charged.

III. The Governing Body shall hold a public hearing on a recommendation by the Historic Districts Review Board for an official map. Any official map shall be adopted by the Governing Body by ordinance.

IV. The official map of landmark structures, with referenced property addresses, is amended from time to time. The same is hereby adopted by reference and incorporated as if set out herein. The official map shall be poste on the city's website.

J. State Capital Outlay Projects

1. Purpose

I. Recognizing the fragility of the city's historic heritage, the purpose of this subsection is to activate the procedure established in Section 3-22-6 NMSA 1978 under which the city and the state will collaborate in good faith and work jointly to preserve and protect the historic districts of Santa Fe as well as contributing, significant and landmark structures.

II. State capital outlay projects in historic districts shall be carried out pursuant to the procedures set forth in Section 3-22-6 NMSA 1978 and subsection 2 below and in a manner that is harmonious and generally compatible with the design standards set forth in subsection 3 below. These procedures and standards apply to new structures and additions to and alterations and demolition of existing buildings.

2. Procedures

I. Before commencing with the design phase of a capital outlay project, the state and the Historic Districts Review Board shall consult as to the appropriate design standards and how those design standards would impact costs and the operation or manner in which the project will ultimately be expected to function. The Historic Districts Review Board shall work collaboratively with the state to arrive at compatibility of the project with the design standards, considering reasonable costs and preserving essential functionality. The state shall also make every reasonable effort to obtain input from members of identifiable community groups involved in historic preservation in Santa Fe before commencing the design phase.

II. After the design phase and before soliciting a bid or proposal for design-build or lease-purchase for a capital overlay project, the state shall submit the plans to the Historic Districts Review Board for review and comment. The Historic Districts Review Board in conjunction with the state shall conduct a public meeting to receive public input. Notice of the public meeting shall be given to any identifiable community groups involved in historic preservation in Santa Fe.

III. Within 60 days after the public meeting the historic districts review board, any identifiable historic preservation community group or any other interested party shall communicate recommendations and comments in writing to the state. The state shall consult with the historic districts review board or other entity to resolve any issues raised. If at the end of the sixty-day period unresolved issues remain, the city may within five days after the end of the period, notify the state that the issues remain unresolved and these issues shall be finally determined as set forth in Section 3-22-6(G) NMSA 1978, provided that if notice is not timely given, the state may, after incorporating those provisions to which the state and the city have agreed, proceed with the project.

IV. The state shall not take any irrevocable action on the capital project in reliance on the plans until the procedures set forth in Section 3-22-6 NMSA 1978 have been followed.

3. Design Standards

I. General Standards

A state capital outlay project shall be designed appropriate to the seat of government and with the intent of achieving harmony with existing buildings by the use of similar materials, color, proportion, and general details to the existing buildings in the applicable streetscape. The applicable streetscape shall be determined as set forth in Section 14-4.6(F)(1)(II) and Section 14-4.6(F)(1)(III). A new structure or proposed alteration or addition shall not cause an adjacent contributing, significant or landmark structure to lose its status. Alterations and additions shall be in character with the style, detail and

massing of the existing building. The dominating effect is to be that of adobe construction as follows:

a. Roofs

Roofs, generally, shall be flat with a slight slope and surrounded by a parapet of the same color and material as the walls or of brick. Roofs shall generally not be carried out beyond the line of the walls except to cover an enclosed portal or porch formed by setting back a portion of the wall or to form an exterior portal, the outer edge of the roof being supported by columns, posts or other vertical supports. No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or as part of the roof treatment not to exceed an overhang of 30 inches. The restriction as to flat roofs shall not be construed to prevent the construction of skylights or installation of air-conditioning devices, or any other necessary roof structures, but such structures other than chimneys, flues, vents and aerials, shall be so placed as to be concealed by the parapet from any public way.

b. Walls and Windows

The combined door and window area in any publicly visible façade generally shall not exceed forty percent of the total area of the facade except for doors or windows located under a portal. No door or window in a publicly visible façade shall be located nearer than three feet from the corner of the facade except in circumstances where the unique purpose of the space may warrant special design considerations. Windows, doors and portales on publicly visible portions of the building and walls shall be of one of the old Santa Fe styles. Glass and window trim shall be nonreflective. Windows shall be similar in proportion to the fenestration pattern in the streetscape. Deep window recesses are characteristic.

c. Finishes

Construction shall be with materials with which the adobe effect can be simulated provided that the exterior walls are not less than eight inches thick. Mud plaster, hard plaster or other materials simulating adobe, laid on smoothly, is required. No less than eighty percent of the non-fenestration surface area of any publicly visible façade shall be adobe finish, stucco or other material simulating adobe finish. The balance of the publicly visible façade may be of natural stone, wood, brick, tile, terra cotta, or other material. Materials shall convey a sense of substance and permanence.

d. Colors

The publicly visible facade of any building and of any adjoining walls generally shall be of one color but no more than three colors and simulate a light earth or dark earth color, matte or dull finish and of relatively smooth texture. However, facade surfaces under portals or inset panels in

a wall under a roof overhangs, in church-derived designs, may be painted white or be of contrasting or complimentary colors or have mural decorations.

e. Other Features

Facades shall be flat, varied by inset portals, exterior portales, projecting vigas or roof beams, canales or water-spouts, flanking buttresses and wooden lintels, architraves and cornices. Depending upon the existing streetscape and if permitted otherwise in this chapter, a portal may cover the entire sidewalk with the columns set at the curb line.

f. Height

The height shall be limited to the average height of institutional buildings as measured within the applicable streetscape. When determining an applicable streetscape, vacant lots or parcels shall not be included in the calculation for allowable height. If no institutional buildings are included in the streetscape, the maximum height shall not exceed the average height of existing buildings in the streetscape. The Planning and Land Use Department staff shall determine the applicable streetscape as set forth in Section 14-4.6, subparts (F)(1)II and (F)(1)(III). Height shall be measured as set forth in Section 14-4.6(F)(2). Heights of existing structures shall be as set forth on the official map of building heights. If the height of an existing building is not given, the state shall submit a statement from a NM licensed surveyor of the actual height. No building facade shall be over two stories in height unless the façade includes projecting or recessed portales, balconies, setbacks or other design elements.

4. Contributing, Significant and Landmark Buildings

State capital outlay projects that involve contributing, significant or landmark structures shall be undertaken in such a manner as to preserve the status of the structure and in accordance with the standards for alterations or additions to contributing, significant or landmark buildings as set forth in Section 14-4.6. Historic materials and architectural features and spaces that embody the status shall be preserved. A proposed alteration or addition shall not cause the structure to lose its status.

5. Demolition of Historic and Landmark Structures

I. A request for demolition of a historic or landmark structure shall include a staff report and comply with the approval criteria set forth in Section 14-2.1(G)(3)(IV). If there is a disagreement as to demolition, the procedures set forth in Section 3-22-6(G) NMSA 1978 shall be followed.

II. The minimum maintenance requirements for historic or landmark structures set forth in Section 14-4.6(B) shall be met.

K. County and Santa Fe Public Schools Capital Outlay Projects

1. Purpose

I. Recognizing the fragility of the city's historic heritage, the purpose of this section is to establish a procedure under which the city, the county and Santa Fe Public Schools will collaborate in good faith and work jointly to preserve and protect the historic districts of Santa Fe as well as contributing, significant and landmark structures.

II. Preserving and protecting the historic districts as well as contributing, significant and landmark structures promotes economic welfare, preserves property values and attracts businesses and tourists thus benefiting the entire Santa Fe community including the city, the county and Santa Fe public schools. By establishing up front procedures to ensure cooperation between the city and the county and the public schools, unnecessary costs and delays for capital outlay projects will be avoided. Specific design requirements that acknowledge necessary building functions and budgets will result in harmonious yet responsive public projects.

III. County and Santa Fe public schools capital outlay projects in historic districts or involving landmarks located outside historic districts shall be carried out pursuant to the procedures set forth in subsection 2 below and in a manner that is harmonious and generally compatible with the design standards set forth in subsection 3 below. These procedures and standards apply to new structures and additions to and alterations and demolition of existing buildings.

2. Procedures

I. Before commencing with the design phase of a capital outlay project, the county or the Santa Fe public schools shall consult with the historic districts review board as to the appropriate design standards and how those design standards would impact costs and the operation or manner in which the project will ultimately be expected to function. The historic districts review board shall work collaboratively with the county or the Santa Fe public schools to arrive at compatibility of the project with the design standards, considering reasonable costs and preserving essential functionality. The county or the Santa Fe public schools shall also make every reasonable effort to obtain input from members of identifiable community groups involved in historic preservation in Santa Fe before commencing the design phase.

II. After the design phase and before soliciting a bid or proposal for design-build or lease-purchase for a capital outlay project, the county or the Santa Fe public schools shall submit the plans to the historic districts review board for review. The Historic Districts Review Board shall conduct a public meeting to receive public input. Notice of the public meeting shall be given to any identifiable community groups involved in historic preservation in Santa Fe.

III. Within 60 days after the public meeting the historic districts review board, any identifiable historic preservation community group or any other interested party shall communicate recommendations and comments in writing to the county or the Santa Fe public schools. The county or the Santa Fe public schools shall resolve any issues raised and submit the project to the historic districts review board for final approval.

3. Design Standards

I. General Standards

A county or Santa Fe public schools capital outlay project shall be designed appropriate for the public use and with the intent of achieving harmony with existing buildings by the use of similar materials, color, proportion, and general details to the existing buildings in the applicable streetscape. The applicable streetscape shall be determined as set forth in Section 14-4.6, subparts (F)(1)(II) and (F)(1)(III). A new structure or proposed alteration or addition shall not cause an adjacent contributing, significant or landmark structure to lose its status. Alterations and additions shall be in character with the style, detail and massing of the existing building. The dominating effect is to be that of adobe construction as follows:

a. Roofs

Roofs, generally, shall be flat with a slight slope and surrounded by a parapet of the same color and material as the walls or of brick. Roofs shall generally not be carried out beyond the line of the walls except to cover an enclosed portal or porch formed by setting back a portion of the wall or to form an exterior portal, the outer edge of the roof being supported

by columns, posts or other vertical supports. No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or as part of the roof treatment not to exceed an overhang of 30 inches. The restriction as to flat roofs shall not be construed to prevent the construction of skylights or installation of air conditioning devices, or any other necessary roof structures, but such structures other than chimneys, flues, vents and aerials, shall be so placed as to be concealed by the parapet from any public way.

b. Walls and Windows

The combined door and window area in any publicly visible façade generally shall not exceed 40 percent of the total area of the façade except for doors or windows located under a portal. No door or window in a publicly visible façade shall be located nearer than three feet from the corner of the façade except in circumstances where the unique purpose of the space may warrant special design considerations. Windows, doors and portales on publicly visible portions of the building and walls shall be of one of the old Santa Fe styles. Glass and window trim shall be nonreflective. Windows shall be similar in proportion to the fenestration pattern in the streetscape. Deep window recesses are characteristic.

c. Finishes

Construction shall be with materials with which the adobe effect can be simulated provided that the exterior walls are not less than eight inches thick. Mud plaster, hard plaster or other materials simulating adobe, laid on smoothly, is required. No less than 80 percent of the non-fenestration surface area of any publicly visible façade shall be adobe finish, stucco or other material simulating adobe finish. The balance of the publicly visible façade may be of natural stone, wood, brick, tile, terra cotta, or other material. Materials shall convey a sense of substance and permanence.

d. Colors

The publicly visible façade of any building and of any adjoining walls generally shall be of one color but no more than three colors and simulate a light earth or dark earth color, matte or dull finish and of relatively smooth texture. However, façade surfaces under portales or inset panels in a wall under a roof overhangs, in church-derived designs, may be painted white or be of contrasting or complimentary colors or have mural decorations.

e. Other Features

Facades shall be flat, varied by inset portals, exterior portales, projecting vigas or roof beams, canales or water-spouts, flanking buttresses and wooden lintels, architraves and cornices. Depending upon the existing streetscape and if permitted otherwise in this chapter, a portal may cover the entire sidewalk with the columns set at the curb line.

f. Height

The height shall be limited to the average height of institutional buildings as measured within the applicable streetscape. When determining an applicable streetscape, vacant lots or parcels shall not be included in the calculation for allowable height. If no institutional buildings are included in the streetscape, the maximum height shall not exceed the average height of existing buildings in the streetscape. The land use department staff shall determine the applicable streetscape as set forth in Section 14-4.6, subparts (F)(1)(II) and Section (F)(1)(III). Height shall be measured as set forth in Section 14-4.6(F)(2). Heights of existing structures shall be as set forth on the official map of building heights. If the height of an existing building is not given, the county or Santa Fe public schools shall submit a statement from a New Mexico licensed surveyor of the actual height. No building façade shall be over two stories in height unless the façade includes projecting or recessed portales, balconies, setbacks or other design elements.

II. Contributing, Significant and Landmark Buildings

County of Santa Fe public schools capital outlay projects that involve contributing, significant or landmark structures shall be undertaken in such a manner as to preserve the status of the structure and in accordance with the standards for alterations or additions to contributing, significant or landmark buildings as set forth in Section 14-4.6. Historic materials and architectural features and spaces that embody the status shall be preserved. A proposed alteration or addition shall not cause the structure to lose its status.

4. Demolition of Historic and Landmark Structures

I. A request for demolition of a historic or landmark structure shall comply with the provisions of Section 14-2.1(G)(3).

II. The minimum maintenance requirements for historic or landmark structures set forth in Section 14-4.6(B) shall be met.

14-4.7 West Santa Fe River Corridor District

A. Purpose

Because openness, visual integrity, scale and harmony are vital assets in implementing the West Santa Fe River Corridor Master Plan, it is the intent of the West Santa Fe River Corridor Overlay Zoning District to:

1. Maintain a clear sense of visual openness along the river corridor and promote its restoration, in part, by minimizing the negative impacts of adjoining land development;
2. Regulate land development, including site and building design, so that new development reflects the scale of the surrounding neighborhoods while meeting City development standards.

B. Boundaries

The West Santa Fe River Corridor Overlay Zoning District includes lands bounded by West Alameda Street to the north, La Joya Road to the east, Agua Fria Street to the south and the Agua Fria Traditional Historic Village/City of Santa Fe corporate limit boundary to the west.

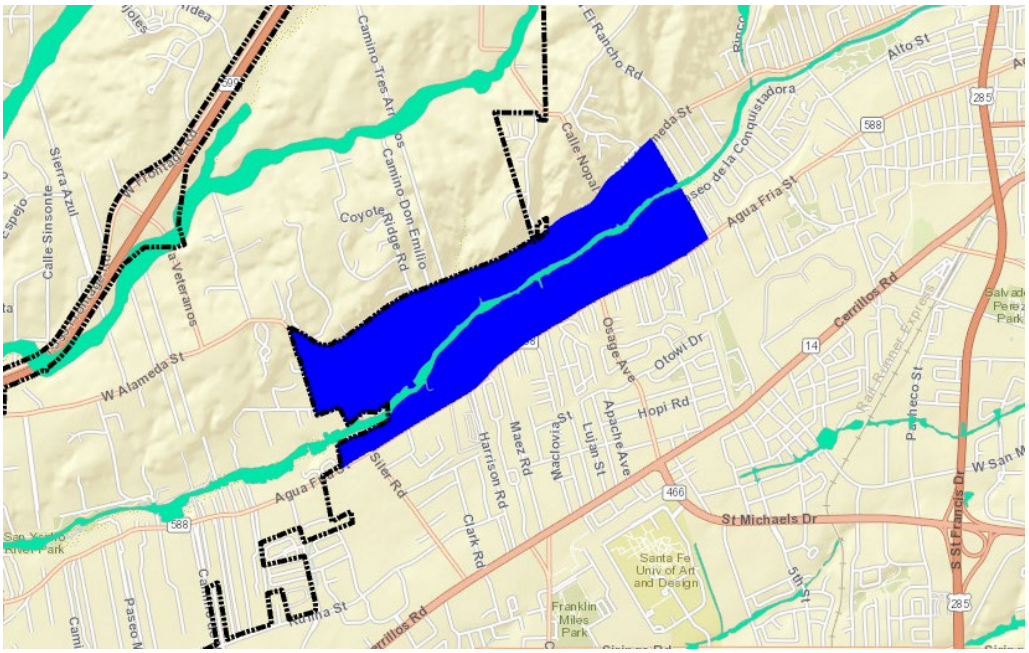


Figure 4.7-1: West Santa Fe River Corridor Overlay Boundaries

C. Building Height

Maximum building height shall not exceed 28 feet, as defined in Section 14-3.5(E)(1, *Measurement of Maximum Height.*

D. Building Setback from Santa Fe River

A minimum of 15 feet from whichever one of the following is the most restrictive:

1. River Greenway Boundary, or
2. 100-year Floodplain Boundary (FEMA), or
3. City code setback measurement for streams and watercourses, Section 14-8.2(E)(5), *Arroyo, Stream, and Watercourse Standards.*

E. Building Setback from Street

In the case of residential development, the setback applies when proposing a minimum of two lots or two housing units. Minimum setbacks from the street for new developments and new subdivisions fronting:

1. Agua Fria Street: 30 feet, or 20 percent of lot depth, whichever is less, from the Agua Fria Street frontage property line.
2. West Alameda Street: 50 feet from the West Alameda Street frontage property line.

F. Minimum Frontage Width for Development along West Alameda Street

Minimum street frontage width of 250 feet along West Alameda Street is required for any subdivision, unless approved by the traffic engineer.

G. Common Area Open Space

In lieu of park dedication to the City, residential subdivisions or developments with a density of five dwellings per acre or greater, or a minimum of 25 total housing units or lots, shall have a minimum of ten percent of the total land area of the proposed subdivision or development reserved as common open space. See also Section 14-7.4(B), *Residential Open Space.*

Article 14-5 Use Regulations

14-5.1 General Provisions

A. The City's land use boards may further regulate uses in planned districts or impose conditions on those uses when it approves a conditional use approval, master plan, or development plan.

B. Additional regulations concerning uses may be located in the conditional use approval, master plan or development plan for a particular property.

C. More than one type of principal use may be located within the same building or on the same premises, if each use complies with all applicable provisions of Chapter 14.

14-5.2 Summary Table of Allowed Uses

The Summary Table of Allowed Uses sets forth the uses allowed or prohibited within the City's base zoning districts, as described in Table 3-1: Zoning Districts Established, and the AC overlay district.

A. Table Organization

1. In Table 5-1, land uses and activities are classified into general use categories and subcategories, which then contain lists of specific uses. These groupings are generally based on common functional, product, or physical characteristics such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. For example, the use category "Residential" contains two use subcategories, "Household Living" and "Group Living," each of which is followed by an alphabetized list of uses that comprise the category.
2. This classification system does not list every use or activity that may exist within each use category and is not intended to be an exhaustive or mutually exclusive description of all possible specific uses. For unlisted uses, see Section 14-5.2(B), *Review and Approval of Unlisted Uses,* below.
3. These regulations are based on the patterns of development and physical activities that comprise the principal and accessory uses of land, rather than on whether the activity is conducted for profit, not for profit or other purposes.

B. Review and Approval of Unlisted Uses

1. General Standards

   The following procedure shall apply if an application is submitted for a use that is not specifically listed in Table 5-1. Submission and approval of such an application shall be required prior to approval of any other permit or development approval associated with the use.

2. Procedure

I. The Planning and Land Use Director will review the proposed unlisted use to determine if it is materially similar to a listed use by considering characteristics including the following: whether it includes dwellings, sales, processing, or storage; employment and operational characteristics; potential nuisances; requirements for public utilities; transportation requirements; and other elements of the use that might impact surrounding uses.

II. If the Planning and Land Use Director determines that the proposed unlisted use is materially similar to a listed use, the proposed unlisted use shall be treated the same as the listed use to which it is materially similar.

III. If the Planning and Land Use Director determines that the proposed unlisted use is not materially similar to any listed use, the applicant may request that the proposed use be included in the code, by way of a code text amendment, as described in Section 14-2.1(D)(2).

IV. The Department shall review such requests and offer recommendations regarding the classification of the use within a category/subcategory, as well as the following:

a. In which zoning district(s) the use should be allowed;
b. What parking ratio, existing or new, should be applied to the use type;
c. How the use should be defined; and
d. Any other conditions or use-specific standards that should be adopted to ensure the proper development of the use type.

C. Explanation of Table Abbreviations

1. Zoning Districts

The zoning district abbreviations listed in the use table are explained in Table 3-1: Zoning Districts Established.

2. Permitted Uses

A "P" in a cell indicates that the use category is permitted by right in the respective zoning district, either as a primary or as an accessory use, subject to compliance with any applicable Use-Specific Standards cross-referenced in the right-hand column of that row of the table.

3. Conditional Use Approval

A "C" in a cell indicates that the use is permitted only if reviewed and approved as a conditional use approval, in accordance with the review procedures of Section 14-2.1F. 2, *Conditional Use Approval.*

4. Accessory Uses

An "A" in a cell indicates that a use category is permitted as an accessory use.

5. Temporary Uses

   A "T" in a cell indicates that the use is permitted as a temporary use.

6. District-Related Use-Specific Standards

   An asterisk "*" next to a letter in any of the cells of the table indicates that there are Use-Specific Standard that apply to the use in the zoning district where it appears.

7. Prohibited Uses

   A blank cell indicates that the use type is prohibited in the zoning district. A use or structure that is not specifically listed or included in Table 5-1 is prohibited, unless the Land Use and Planning Department Director determines it is included in an existing use category or it is approved through the procedure described above in Section 14-5.2(B), *Review and Approval of Unlisted Uses*.

8. General Use-Specific Standards

   Use-specific standards apply to the use if there is a cross-reference in the right-hand column of the table. These use-specific standards apply in all districts where a use is permitted, unless otherwise specified, and regardless of whether the use is permitted by right or as a conditional use approval.

D. Summary Table of Allowed Uses

Table 5-1: Summary Table of Allowed Uses

P = Permitted use **C** = Conditional use approval required **A** = Accessory use **T** = Temporary use **Blank Cell** = Prohibited use

	RR	R-1 – R-6	R-7 – R-9	R-7 - I	RC-5, RC-8	R-10 – R-29	MHP	RAC	MU	BCD	C-1	C-2	C-4	I-1	I-2	BIP	HZ	POS	SC-1	SC-2	SC-3	Use-Specific Standards
Residential																						
Household Living																						
Accessory building or structure	A*	A*	A*	A*	A*	A*	A*	A*	A	A	A	A	A	A	A	A	A		A	A	A	§14-5.3C.1
Accessory dwelling unit	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A					§14-5.3C.2
Compound development		P	P		P	P	P		P	P	P	P	P									§14-5.3C.3
Children's play area and play equipment, private	A	A	A	A	A	A	A	A	A	A	A	A	A				A	P				
Dwelling or residence ancillary to another approved use		A	A	A	A	A	A	A	A	A	A	A	A	A		A	A		A	A	A	
Dwelling, live-work		P	P		P	P		P	P	P	P	P	P									
Dwelling, multi-unit	P	P	P		P	P	P	P	P	P	P	P	P				P		P	P	P	§14-5.3C.4
Dwelling, single-family attached townhome	P	P	P	P	P	P		P	P	P	P	P	P									
Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P	P	P				P					§14-5.3C.5
Dwelling, duplex	P	P	P	P	P	P		P	P	P	P	P	P									
Dwelling, triplex		P	P	P	P	P		P	P	P	P	P	P									
Dwelling, quadplex		P	P	P	P	P		P	P	P	P	P	P									

Table 5-1: Summary Table of Allowed Uses

P = Permitted use **C** = Conditional use approval required **A** = Accessory use **T** = Temporary use **Blank Cell** = Prohibited use

	RR	R-1 – R-6	R-7 – R-9	R-7 - I	RC-5, RC-8	R-10 – R-29	MHP	RAC	MU	BCD	C-1	C-2	C-4	I-1	I-2	BIP	HZ	POS	SC-1	SC-2	SC-3	Use-Specific Standards
Greenhouse or plant nursery, non-commercial	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A					
Home occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	§14-5.3C.6
In-home daycare	P	P	P	P	P	P	P	P	P	P	P	P	P	C		P	P		P	P	P	
Manufactured home	P	P	P	P	P	P	P	P	P	P	P	P	P				P					§14-5.3C.7
Mobile home, permanent installation	C	C	C	C	C	C		C			C		C				C					§14-5.3C.8
Mobile home, temporary installation	C	C	C	C	C	C		C			C		C				C					§14-5.3C.9
Mobile home park							P															§14-5.3C.10
Private barbecue pit	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	
Private garage	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	
Private swimming pool	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A					§14-5.3C.11
Short-term rental unit																						§14-5.3C.12
Tiny home	P	P	P	P	P	P		P	P	P	P	P	P									§14-5.3C.13
Group Living																						
Boarding, dormitory, monastery, or convent	C	C	C	C	C	P		P	C	P	P	C	P			C	C					
Continuing care community	C	C	C	C	C	C		C	P	P	P	C	P			C	P					§14-5.3D.1
Foster home	P	P	P			P		P	P	P	P		P				P					§14-5.3D.2

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Group residential care facility, correctional			C		C	C		C	C	C	P*	P*	P*			C	P*					§14-5.3D.3
Group residential care facility, large or small	P/C	P/C	P/C	P/C	P/C	P/C		P/C	P	P	P	C	P			C	P					§14-5.3D.4
Personal care facility for the elderly						C		C	P	P	P	P	P	P		P	P		P	P	P	§14-5.3D.5
Sheltered care facility	C	C	C		C	C		C	C	P	C	C	C				C					§14-5.3D.6
AGRICULTURAL																						**§14-5.3E.1**
Agricultural home occupation	A	A																				§14-5.3E.2
Aquaculture											C	C	C	C	C				C	C	C	§14-5.3E.3
Aquaponics											C	C	C	C	C				C	C	C	§14-5.3E.4
Composting facility														C	C							§14-5.3E.5
Farm stand																						§14-5.3E.6
Farmers' market																						
Hydroponics											C	C	C	C	C				C	C	C	§14-5.3E.7
Stable, commercial	C																					
Urban farm, ground level	A*	A*	A*	A*	A*	A*					P*	P*	P*	P	P			C	P*	P*	P*	§14-5.3E.8
Urban farm, roof level, open air	C*	C*	C*	C*	C*	C*					C	C	C	C	C				C	C	C	§14-5.3E.8
CIVIC, PUBLIC, AND INSTITUTIONAL																						

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In home Community and Cultural Centers or Facilities																						
Cemetery, mausoleum, or columbarium	C	C	C							P	C	C					C					§14-5.3F.1.I
Museum		C	C		C	C		P	P	P	P	P	P	P		P			P	P	P	§14-5.3F.4.II
Neighborhood or community center, including youth or senior centers	C	C	C		C	C		C	P	P	P	P	P			P	P	P	P	P	P	
Public park, playground, or playfield	P	P	P		P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious, educational, or charitable institution	C*	C*	C*		C*	C*		C*	P*	P*	P*	P*	P*	P*		P*	P*		P*	P*	P*	§14-5.3F.1.III
Educational Facilities																						
College or university, nonresidential									P	P	P	P	P	P		P	P		P	P	P	
College or university, residential	C	C	C		C	C		C	C	P	C	C	C			C	C					§14-5.3F.2.I
Elementary or secondary school, public or private	C	C	C		C	C		C	P*	P*	P*	P*	P*	C		P*	C		C	C	C	§14-5.3F.2.II

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Vocational or trade school, light industrial										P*				P	P	P*						§14-5.3F.2.III
Vocational or trade school, non-industrial								P	P	P	P	P	P	P		P			P	P	P	§14-5.3F.2.IV
Emergency Services																						
Police or fire station	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P	P	P	P	P	P		P	P	P	§14-5.3F.3.I
Health Care and Extended Care Facilities																						
Extended care, convalescent, nursing, recovery care facility	C	C	C	C	C	C		C	P	P	P	P	P			P	P					
Hospital										P	C	C				P	P/C					§14-5.3F.4.I
Hospital heliport																	A*					§14-5.3F.4.I
Medical or dental office or clinic								C	P*	P	P	P	P	P*		P	P		P	P	P	§14-5.3F.4.II
Human Services																						
Day care facility	C	C	C	C	C	C	C	C	C	P	P	P	P	C		P	P		P	P	P	
Human services establishment									P	P		P		P					P	P	P	§14-5.3F.5.I
Public Transportation																						
Transit transfer facility									C	P		C		P	P	C	C		C	P	P	
COMMERCIAL																						
Animal-Related																						

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Doggie daycare	P								P*	P*	P*	P*	P*	P	P				P*	P*	P*	§14-5.3G.1.I
Kennel or boarding facility	C								P*	P	P*	P*	P*	P	P	P*				P*	P*	§14-5.3G.1.II
Pet grooming	P								P*	P	P	P	P	P	P				P	P	P	§14-5.3G.1.III
Veterinarian	C								P*	P	P*	P*	P*	P	P	P*				P*	P*	§14-5.3G.1.IV
Arts Activities																						
Arts and crafts studio, gallery, or school								P*	P*	P	P	P	P	P		P			P	P	P	§14-5.3G.2.I
Dance studio								P*	P*	P	P	P		P		P			P	P	P	§14-5.3G.2.II
Film production								T	P/T	P/T	P/T	P/T	P/T	P/T	P/T							§14-5.3G.2.III
Photography studio								P*	P*	P	P	P		P		P			P	P	P	§14-5.3G.2.IV
Assembly																						
Reception or event center									P	P	P	P	P									
Private club or lodge	C	C	C		C	C		C	P*	P*	P*	P*	P*	P*		P*	P*		P*	P*	P*	§14-5.3G.3.I
Cannabis Establishments																						**§14-5.3G.4**
Cannabis consumption area																						
Cannabis manufacturing, heavy														P	P	P						
Cannabis manufacturing, light										P		P		P	P	P						
Cannabis producer microbusiness												P/C		P/C	P/C	P/C			P/C	P/C	P/C	§14-5.3G.4.X

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Cannabis producer												C		P/C	P/C	C						§14-5.3G.4.XI
Cannabis research or testing laboratory										P		P		P	P	P						
Commercial cannabis retailer									P*	P		P		P	P	P			P	P	P	§14-5.3G.4.XII
Food and Beverages																						
Bar, cocktail lounge, nightclub, with or without outdoor entertainment								C*	P*	P		P*		P	P				P*	P*	P*	§14-5.3G.5.I
Brewery, distillery, tasting room, winery								C*	P*	P*	P	P	P	P	P				P	P	P	
Commissary kitchen											P											§14-5.3G.5.II
Food truck								P*	P	P	P	P	P	P	P	P	P		P	P	P	
Mobile food court																						
Outdoor dining								A*	A	A	A	A	A	A		A			A	A	A	§14-5.3G.5.III
Restaurant, fast service/take-out								C*	P*	P	P*	P	P*	P	P	C			P	P	P	§14-5.3G.5.IV
Restaurant, full service, with or without incidental alcohol service								C*	P	P		P		P	P	C			P	P	P	§14-5.3G.5.V
Restaurant with bar, cocktail lounge or nightclub comprising								C*	P*	P*		P*		P	P				P*	P*	P*	§14-5.3G.5.VI

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more than 25% of total serving area																						
Restaurant, with drive-through/drive-up												P*		P*	P*	C			P*	P*	P*	§14-5.3G.5.VII
Lodging																						
Bed and breakfast inn										P		P		P		P					P	
Campground or RV park	C																					
Conference or extended stay lodging facility										P		P		P		P						
Hotel, motel, or residential suite hotel										P		P				P					P	
Vacation time share										P		P		P								§14-5.3G.6.I
Office, Business, and Professional																						
Bank or credit union									P*	P	P*	P*		P*		P*			P*	P*	P*	§14-5.3G.7.I
Business or professional office (excluding medical or dental office)								C	P*	P	P	P	P	P	P	P	P		P	P	P	§14-5.3G.7.II
Laboratory, research or testing										P	P	P		P	P	P	P					§14-5.3G.7.III
Temporary on-site contractor's office	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	

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Recreation and Entertainment																						
Commercial recreation									C	P		P		P	P				P	P	P	§14-5.3G.8.I
Outdoor music									C	P		P							P	P	P	
Theater, live productions								P*		P		P		P	P	P			P	P	P	§14-5.3G.8.II
Retail Sales and Services																						
Antique store								P*	P*	P		P		P					P	P	P	§14-5.3G.9.I
Art supply store								P*	P*	P		P		P					P	P	P	§14-5.3G.9.II
Bookshop								P*	P*	P		P		P					P	P	P	§14-5.3G.9.III
Cabinet shop, custom								P*	P*	P		P	P	P	P	P						§14-5.3G.9.IV
Department or discount store									P*	P		P		P						P	P	§14-5.3G.9.V
Flea market										P		P		P								§14-5.3G.9.VI
Florist shop								P*	P*	P		P		P		P	P		P	P	P	§14-5.3G.9.VII
Funeral home or mortuary										P	P	P		P								
Furniture store									P*	P		P		P	P					P	P	§14-5.3G.9.VIII
Laundromat	C	C	C		C	C		C	P*		C	P	C				C					§14-5.3G.9.IX
Neighborhood grocery store	C	C	C		C	C		C	P*		C	P	C				C					§14-5.3G.9.X
Office equipment sales and service; office supply sales									P*	P		P		P	P					P	P	§14-5.3G.9.XI

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Pharmacy or apothecary shop									P*	P	P	P		P			P		P	P	P	§14-5.3G.9.XII
Retail establishment not listed elsewhere									P*	P		P		P	P				P	P	P	§14-5.3G.9.XIII
Retail and service uses intended to serve the primary uses and that do not exceed 5,000 square feet									P*	P				P	P	P						§14-5.3G.9.XIV
Retail sales accessory to any permitted use									P*							A						§14-5.3G.9.XV
Seasonal sales								T	T	T	T	T	T	T					T	T	T	
Sign shop									C	P		P	P	P	P							§14-5.3G.9.XVI
Service Establishments																						
Exercise, spa, or gym facility									P*	P		P		P	P				P	P	P	§14-5.3G.10.I
Hair salon or barber shop									P*	P	P	P	P	P					P	P	P	§14-5.3G.10.II
Personal service establishment									P*	P		P		P					P	P		§14-5.3G.10.III
Tailoring or alterations shop								P	P*	P	P	P	P	P		P			P	P	P	§14-5.3G.10.IV
Sexually-Oriented Business																						
All														P	P							§14-5.3G.11

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Vehicles and Equipment																						
Commercial parking lot or garage										P		P		P	P	A	P		P	P	P	
Garage, private	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	
Service and repair garage, including gas station										P		P		P	P					C	C	
Tire recapping and retreading												P		P	P							
INDUSTRIAL																						
Automobile salvage or wrecking yard, or junkyard															P							§14-5.3H.1
Light assembly and manufacturing										P		P		P	P	P						
Warehouse and Storage																						
Outdoor storage lot or yard														P	P	A						§14-5.3H.2.I
Self-storage facility										P		C		P	P	P*			P	P	P	§14-5.3H.2.II
Temporary mobile storage unit	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		T	T	T	§14-5.3H.2.III
Warehouse and distribution														P	P							
Wholesale operation										P*		P*		P	P							§14-5.3H.3
UTILITIES																						

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All, not otherwise listed separately	C	C	C		C	C		C	C	P	C	P	C	P	P		C					
Electrical distribution facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§14-5.3I.1
Electrical substation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§14-5.3I.1
Electrical switching station	P	P							P	P	P	P	P	P	P	P			P	P	P	§14-5.3I.1
Electrical transmission line	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§14-5.3I.1
Telecommunications facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§14-5.3I.3

14-5.3 Use-Specific Standards

A. General Standards

1. More than one type of principal use may be located within the same building or on the same premises, provided that each use complies with all applicable provisions of Chapter 14.
2. In addition to the principal use or uses allowed by Chapter 14, accessory uses and structures on the same premises are permitted as shown in Table 5-1.
3. The following temporary structures and uses are allowed in all districts: temporary structures in connection with and on the site of construction or land development projects, including the construction or installation of field offices; grading, paving, and installation of utilities for such structures; and the construction or installation of structures for storing equipment and building materials. A permit for these structures and uses shall not be for a period of more than 12 months, renewable for periods of not more than six months. In addition, the area occupied by the temporary structures and operations shall be screened against fumes, noise and unsightliness.
4. Structures that remain in place for longer than 90 days, other than temporary structures, are subject to the same provisions of Chapter 14 as permanent structures, whether or not they are permanently affixed to the ground or constructed of lightweight or nondurable materials.

B. Residential Uses

The following activities are prohibited within residential zoning districts:

1. Storage or parking, either continuous or intermittent, of commercial or industrial vehicles, except for those vehicles that are authorized by a conditional use approval or other permitted nonresidential use.
   I. Commercial or industrial vehicles include:
      a. Vehicles requiring a commercial driver's license to operate;
      b. Tour buses or school buses;
      c. Concrete mixer trucks or concrete pumper trucks;
      d. Towing or flatbed vehicles;
      e. Earthmoving or grading equipment;
      f. Trailers or tractors (except lawn trailers or tractors)
      g. Motorized construction or agricultural equipment;
      h. Cranes;
      i. Roll-off trash containers (except as related to an active construction permit); or
      j. Any other vehicles designed by the manufacturer for business purposes.
   II. Commercial or industrial vehicles do not include:
      a. Recreational vehicles or trailers related to recreational vehicles that are used for personal purposes; or
      b. Passenger vehicles, pickup trucks or small trailers that may be used for business purposes related to a registered home occupation business.
2. Outdoor storage of construction materials, except in connection with active construction activities on the premises;
3. Storage of mobile homes or commercial shipping containers;
4. Vehicles, tents, or other structures that do not comply with this chapter or other applicable codes, used as dwellings;
5. Storage of PODS® or similar style moving/shipping containers for more than 30 days;
6. Storage or parking within any portion of a street yard other than a driveway of a noncommercial vehicle used for storage of goods, materials or equipment other than those items considered to be a part of the vehicle or essential for its immediate use; and
7. Use of any vehicle as a receptacle for the storage of litter or refuse as provided by Chapter X, *Environmental Regulations,* subsections 10-1.13 and 10-1.14 SFCC 1987.

C. Household Living

1. Accessory Building or Structure
   I. In all zoning districts, accessory uses and structures shall:
      a. Be located on the same lot as the permitted principal use or structure or on a contiguous lot in the same ownership; and

b. Permit storage and/or utility sheds with a roof area of 120 square feet or less only in the rear yard.

II. In all residential districts, accessory uses and structures shall:
   a. Not involve the conduct of business on the premises, except home occupations;
   b. Not be likely to attract visitors in larger numbers than would normally be expected in a single-family residential neighborhood.

III. In the BIP zoning district, accessory uses and structures:
   a. The accessory uses and structures permitted in a BIP district are those that support the operation of a permitted principal use. Such uses may exceed the floor area of the permitted principal use.
   b. Examples of permitted accessory uses and structures for the BIP district include:
      1. Dwelling units for owners, tenants or employees;
      2. Warehouses and storage buildings; provided that such buildings shall be incorporated into the primary building design and shall be constructed of materials of comparable quality and appearance;
      3. Outdoor storage lots and yards; provided that areas for outdoor storage, trash collection and loading shall be fully screened and constructed of materials of comparable quality and appearance to the principal use structure; and provided further that materials stored in outdoor storage lots and yards shall not exceed the height of the enclosure; and
      4. Parking structures.

IV. This subsection does not apply to telecommunication facilities that are regulated pursuant to Section 14-5.3(I)(3).

V. In the C-2 and I-1 Districts, permitted accessory uses and structures are:
   a. Dwelling units for occupancy only by owners or employees of owners, including live/work spaces, but not recreational vehicles;
   b. Outdoor storage areas, subject to compliance with the standards of Section 14-5.3(H)(2)(I);
   c. Telecommunication facilities as set forth in Section 14-5.3(I)(3).
   d. Other uses and structures that are customarily accessory and clearly incidental to permitted or permissible uses and structures.

VI. In the I-2 zoning district, permitted accessory uses and structures permitted are:
   a. On the same premises as the permitted principal uses and structures and only as required for the conduct of the operation;
   b. Dwelling units for occupancy only by owners or employees, but not including recreational vehicles;
   c. Telecommunication facilities as set forth in Section 14-5.3(I)(3).

d. Other uses and structures incidental and subordinate to the principal use or structure and otherwise meeting the applicable requirements of the district.

2. Accessory Dwelling Unit

Accessory dwelling units located on residentially zoned property:

I. Are required to meet parking standards as set forth in Section14-7.5, *Off-Street Parking and Loading,* except that the parking requirement may be met with on-street parking as follows:
   a. Any legal on-street parking space abutting the subject property may be counted as one required off-street parking space if:
      1. The street does not have residential parking permit restrictions;
      2. The street measures a minimum of 35 feet in width from face of curb to face of curb; and
      3. There are no posted restrictions prohibiting on-street parking.
   b. Each on-street parking space may only be counted once toward the parking requirements of the abutting lot, regardless of the number of individual buildings or tenants on the lot;
   c. No development or use approved with an on-street parking credit shall be considered nonconforming if the on-street parking is later removed by City action and the remaining off-street parking does not meet the minimum off-street parking requirements; and
   d. On-street parking spaces credited to a specific property shall not be reserved for the exclusive use by occupants of that property, but shall be available for general public use at all times. No signage or actions limiting general public use of on-street spaces is allowed.

II. Shall be subject to City regulations and policies regarding City utilities;

III. Are exempt from the density restrictions set forth in this Chapter 14; provided, however, that only one accessory dwelling unit shall be permitted per legal lot of record and provided further that nothing herein is intended to supersede private covenants or other restrictions;

IV. Shall be no taller than 26 feet;

V. Shall not exceed either the gross floor area of the principal dwelling unit or 1,500 square feet, whichever is less;

VI. May reduce rear setbacks to 5 feet if the structure is 14 feet or less in height and separated from the principal structure on the same lot by at least 10 feet.

VII. Shall not include the use of mobile homes (except structures that meet the definition for manufactured home) or recreational vehicles as accessory dwelling units;

VIII. Shall not exceed the limits established by the building envelope of the principal structure if created within or attached to the principal structure, or setbacks for accessory structures;

IX. Shall meet existing design requirements applicable to the lot, including the requirements of any applicable overlay district as described in Article 14-4, *Overlay Districts;*

X. May be rented as follows:

a. By the owner-occupant, who may rent either the principal dwelling unit or the accessory dwelling unit as a short-term rental unit but not both, as a short-term rental unit pursuant to Section 14-5.3C.12 during which time, the owner-occupant shall occupy either the principal dwelling unit or the accessory dwelling unit; or
b. By the property owner, who may rent the principal dwelling unit and/or the accessory dwelling unit for periods of not less than 30 days;

XI. Shall not be subdivided from a principal dwelling unit or sold under separate ownership from a principal dwelling unit unless the accessory dwelling unit meets all applicable requirements for a principal dwelling unit; and

XII. Shall remain in continuous compliance with the provisions of this section to maintain the validity of the certificate of occupancy of the accessory dwelling unit. The certificate of occupancy of an accessory dwelling unit may be revoked for noncompliance with this subsection as provided in Section 14-1.12, *Enforcement.*

3. Compound Development

I. Setbacks and Building Separation
a. Setbacks shall apply to the outer boundaries of the project site, rather than to each individual unit, and comply with the setback requirements of the underlying zoning district.
b. Internally, there shall be a minimum of 10 feet between dwelling units, measured by the shortest distance between any parts of the two adjacent structures.
c. The parking lot for the development shall be a minimum of 20 feet from the right-of-way.

II. Common Open Space
a. Each compound development shall include at least one shared open space area equal to at least 15 percent of the total site area.
b. Parking areas and drainage easements shall not be counted toward the common open space requirement.
c. The design and location of common open space shall meet the standards described in Section 14-7.4, *Open Space.*

III. Parking and Access
a. Parking shall be designed to limit curb cuts and most efficiently park vehicles.
b. Parking may be in a shared, paved parking lot or in shared driveways.
c. Shared driveways may access individual garages.
d. Project perimeter sidewalks are required, and internal walkways shall connect each unit to the project perimeter sidewalks.

e. Efficient internal circulation shall be provided; private streets, gates, and accommodation for solid waste pickup and emergency access shall conform to all applicable requirements.

4. Dwelling, multi-unit

I. Multi-unit dwellings in the RR district are limited to four per lot.

II. See standards below in provision 5 for additional regulations for principal dwelling units in the C-2 and SC districts.

5. Dwelling, single-family

In the C-2 and SC Districts, dwelling units that do not include mobile homes or recreational vehicles shall be one of the following:

I. Accessory dwelling units for occupancy only by owners, employees, or tenants of nonresidential uses that are operated on the same premises;

II. Part of a planned development;

III. Part of a use for which a Development Plan or conditional use approval is required; or

IV. Part of a qualifying residential project within the Midtown LINC overlay district.

6. Home Occupation

I. Purpose

The purposes of these standards are to increase the economic vitality of Santa Fe; provide increased worker independence, self-sufficiency and motivation; decrease traffic congestion through the enhancement of community; increase the safety of the neighborhoods by promoting neighborhood activity; integrate the ideas of working and residing in the same environment; protect the stability and character of the neighborhood; and encourage neighborhood participation in the determination of a successful balance between neighborhood residents and home-based businesses.

II. General Standards

a. Home occupations are permitted on all property, including residential or mixed-use residential/commercial, if the standards of this section are met.

b. The home occupation shall involve the primary sale of goods or services in connection with the home occupation, including:

1. Goods that are prepared, produced, or grown on the premises;
2. Services that are developed on the premises and provided on or off the premises;
3. The sale of goods that are not produced on the premises and that are only distributed off the premises; or
4. Repair services that take place solely within the home.

c. The home occupation shall be located on the same lot as the permitted principal use or structure or on a contiguous lot in the same ownership.

d. The home occupation shall be conducted by the businessowner who resides continuously for a substantial period of time at the premises in which the home occupation is conducted. Continuous residence is determined by the Land Use Director by review of relevant factors. The address listed on a driver's license, voter registration or tax return may not be sufficient to establish continuous residence.

e. Not more than two persons, other than members of the family who reside on the premises, shall be regularly engaged in the home occupation.

f. Except for on-street parking, as set forth in this section, a home occupation shall be completely contained within the property lines of the lot on which the home occupation is located. A home occupation shall be in compliance with the performance standards set forth in Chapter 10, Section 10-4 , *General Environmental Standards*; not produce any offensive noise, vibration, smoke, dust, odors, heat, gas, glare or electrical interference; or otherwise create a risk to health, safety or property of residents and occupants of adjacent and neighboring properties. The possession, storage, stocking or transfer of firearms, ammunition, fireworks or similar explosives for sale or service is prohibited as a home occupation accessory use. Mechanical or electrical equipment that is incidental to the home occupation may be used if it does not create visible or audible interference in radio, computer or television receivers or cause fluctuation in voltage of the premises or neighboring premises. Depending upon the nature of the home occupation, the Land Use Director may require proof of compliance with these restrictions prior to issuance of a business registration.

g. Employees, customers, clients, or deliveries shall not enter the premises between the hours of 7:00 p.m. and 8:00 a.m. weekdays and 7:00 p.m. and 10:00 a.m. weekends. Depending on the nature of the home occupation, the Land Use Director may reduce the hours of operation. Deliveries are limited to vehicles that do not exceed 11 feet in height and 20 feet in length.

h. No cannabis establishments or commercial cannabis activity may be conducted as a home occupation.

III. Structural Standards

a. Not more than 25 percent of the gross floor area of the dwelling unit, including accessory buildings, shall be used to conduct a home occupation. In determining the gross floor area of an accessory dwelling unit, no more than 1,000 square feet shall be used.

b. Nothing incidental to the conduct of a home occupation shall be constructed, installed, placed, parked or stored on a residentially zoned lot on which a home occupation is being conducted if it is visible from any adjacent or neighboring property and if it is not in keeping with the residential character of the neighborhoods surrounding the lot, except for signs and parking set forth in provision IV, Parking Standards, below.

c. No more than one sign is permitted, and the area of the sign shall not exceed one square foot.

d. A person who conducts a home occupation and applies for a construction permit shall demonstrate to the Land Use Director that the proposed construction does not violate any provisions of this subsection.

IV. Parking Standards

a. Depending on the nature of the home occupation, the following parking spaces shall be provided on the lot:

1. If there are no employees who reside off the premises and customers or clients do not come to the premises, only parking for the dwelling required;
2. If there are no employees who reside off the premises and customers or clients come to the premises, at least one parking space shall be provided on the lot for every 400 square feet of the gross floor area of the premises used for the home occupation, in addition to that required for the dwelling unit;
3. If there are any employees who reside off the premises and customers or clients do not come to the premises, at least one parking space shall be provided on the lot for every employee simultaneously working, in addition to that required for the dwelling unit;
4. If there are employees who reside off the premises and customers or clients come to the premises, at least one parking space shall be provided on the lot for every employee simultaneously working and at least one parking space shall be provided on the lot for every 400 square feet of the gross floor area of such premises used for the home occupation in addition to that required for the dwelling unit.

b. No more than one vehicle relating to a home occupation may be parked at any one time on the streets adjacent or proximate to the lot on which the home occupation is being conducted; however, in light of the character of the surrounding neighborhood, the Planning and Land Use Director may prohibit any vehicles used in connection with a home occupation from parking on the street. This item regulates parked vehicles not associated with the residential use of the dwelling unit.

V. Other Requirements; Inspections

a. Inspections by the City are required prior to issuance of the business registration for the home occupation only for those home occupations in which the following occur:
   1. Employees reside off the premises come to the premises;
   2. Customers or clients come to the premises; or
   3. Goods for sale are prepared, produced, grown or stored on the premises.

b. The City reserves the right to inspect all home occupations for code compliance any time the City receives a complaint or has reason to believe that any applicable City code may be violated.

VI. Notice

a. A person proposing to conduct a home occupation that will have more than one employee who will reside off the premises or that will have customers or clients coming to the premises, shall as part of the application be required to give notice, by first class mail with mailing certificate, of the home occupation application to all residents, property owners, and neighborhood associations within 150 feet of the premises.

b. The notice shall include the nature of the home occupation, the number of employees, whether customers or clients will be involved, the willingness of the applicant to meet with the neighboring residents and property owners and that the neighboring resident and property owner may review the application at the City offices.

c. The neighboring residents and property owners have 15 days from the date the notice was mailed to review and comment on the application.

d. The Land Use Director shall collect and evaluate this public comment that shall be used in determining whether the home occupation shall be approved and what restrictions, if any, shall be placed on it.

VII. Registration

Each person who engages in a home occupation shall register the home occupation with the City on forms designated by the City, providing all information required to verify compliance with applicable regulations, obtain a business license, and renew the license annually.

VIII. Violations

A person shall not conduct a home occupation in violation of this section. In addition to any other remedies available, the City may revoke the business registration for the home occupation or the certificate of occupancy for any building in which a home occupation is being conducted in violation of this section. A person who fails to comply with the provisions of this section is subject to a penalty as provided in Section 14-1.12, *Enforcement*.

IX. Complaints

A person who is aggrieved by an approved home occupation business may file a complaint with the City. Within 30 calendar days of the City's receipt of the complaint, the City shall investigate the complaint and issue a written decision as to whether the home occupation against which the complaint was filed violates or complies with this section. If a violation is found, the Land Use Director shall determine the actions that have been or should be taken to address the violation. Complaints shall be kept on file and be open to the public. When investigating complaints, the Land Use Director shall review the file for prior complaints.

7. Manufactured Home

I. Is permitted in any district in which site-built, single-family dwellings are allowed;

II. Shall meet all requirements of other site-built, single-family dwellings in the same district, and all applicable historic or architectural standards set forth in Chapter 14; and

III. Shall be constructed according to the Manufactured Home Construction and Safety Standards, 24 CFR Section 3280.

IV. Is subject to the provisions of Section 14-5.3(C)(5) if located in the C-2 district.

8. Mobile Home, Permanent Installation

In any district in which permanent single-family occupancy of a mobile home on an individual lot is allowed as a conditional use approval by the Board of Adjustment, the following minimum standards apply:

I. The mobile home shall be anchored to a concrete foundation and skirted as specified by the Land Use Director;

II. The rental or lease of mobile homes used as single-family residences on individual lots is prohibited; and

III. Minimum requirements for lot size, front, side, and rear yards, and all other standards pertaining to single-family residential land use set forth in Chapter 14 apply.

9. Mobile Home, Temporary Placement

I. In a district where temporary, single-family occupancy of a mobile home on an individual lot is permitted with conditional use approval by the Board of Adjustment, the following minimum standards apply:

a. The mobile home unit shall be skirted; and

b. Minimum requirements for lot size, front, side, and rear yards and all other standards pertaining to single-family residential land use set forth in Chapter 14.

II. Upon approval of a conditional use approval by the Board of Adjustment, a temporary permit may be issued by the inspections and enforcement office for a period of 12 months, subject to demonstration of satisfactory compliance with all applicable requirements. The permit may be renewed one time only for a period of up to 90 days by the Planning and Land Use Director.

10. Mobile Home Park

I. Applicability

The provisions of this subsection apply to mobile home parks in existence prior to December 10, 2012. New mobile home parks were prohibited as of December 10, 2012. In a district where mobile home parks are allowed, the minimum standards set out in this section apply.

II. Standards

a. Qualifying open space shall be provided as required for development in the R-7 district as provided in Section 14-7.4, *Open Space.*
b. The site shall be graded to ensure proper drainage.
c. The mobile home park shall provide spaces that are well defined and delineated. Minimum lot size per mobile home unit shall be 4,000 square feet.
d. Each mobile home space shall provide a mobile home stand of concrete footing adequate to support a mobile home. The stand and space shall be graded to provide adequate storm drainage away from the mobile home.
e. A maximum of seven mobile home spaces per acre shall be allowed in any mobile home park.
f. There shall be at least a 20-foot clearance between mobile homes. No mobile home shall be located closer than ten feet to any building or to any property line. Accessory structures such as decks and stairways may be attached to the mobile home to which they provide access, but shall be separated from other buildings and structures by ten feet.
g. Each mobile home space shall be provided with two off-street parking spaces, which shall be paved or covered with crushed stone or other suitable material. No on-street parking shall be allowed.
h. Walkways not less than three feet in width shall be provided from all mobile home spaces to all service buildings.
i. All driveways and walkways within the mobile home park shall be hard-surfaced and well-lighted.
j. All private subcollector, lane, and place streets within the mobile home park shall have a minimum pavement width of 24 feet. Private collector streets within the mobile home park shall have a minimum pavement width of 30 feet. All public streets shall comply with the right-of-way requirements and subdivision design standards set forth in Section 14-6, *Infrastructure Design, Improvement, and Dedication Standards,* except as specified in this section.
k. The perimeter of the mobile home park shall be landscaped and fenced. Landscaping shall consist of deciduous canopy trees spaced no more than 20 feet apart, having a minimum two-inch caliper at the time of planting. Fencing shall consist of either a six-foot tall solid wall or fence constructed of opaque materials.
l. All mobile home park signs shall conform to the requirements of Section 14-7.6, *Signs.*

III. Service Buildings

a. If provided, service buildings that house sanitation facilities shall be permanent structures complying with all applicable ordinances and statutes regulating buildings, electrical installations and plumbing and sanitation systems.
b. Service buildings shall be:
    1. Well-lighted at all times of the day and night;
    2. Well-ventilated with screened openings;
    3. Constructed of moisture-proof material, which may be painted woodwork, that allows for repeated cleaning and washing;
    4. Maintained at a temperature of at least 68 degrees Fahrenheit during the period from October 1 to May 1; and
    5. Constructed with floors of water-impervious material.
c. All service buildings and the grounds of the mobile home park shall be maintained in a clean, sightly condition and kept free of any condition that menaces the health of any occupant or the public or constitutes a nuisance.

IV. Solid Waste Containers

Solid waste containers shall be provided, maintained, and emptied in accordance with applicable regulations and as approved of the Solid Waste Division.

V. Fire Protection

Every mobile home park shall be equipped at all times with fire extinguishing equipment in good working order, of such type, size and number and so located within the mobile home park as to satisfy applicable reasonable regulations of the fire department.

VI. Supervision

An attendant or caretaker shall be in charge at all times to keep the mobile home park, its facilities, and equipment in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the permittee, for violations of any provision of this to which the permittee is subject.

VII. Manufactured Homes in Mobile Home Parks

Manufactured homes are permitted in mobile home parks existing prior to December 10, 2012.

VIII. Licensing

A mobile home park owner or operator must obtain a business license from the City under the provisions of Article 18-1 SFCC 1987 prior to operating a mobile home park.

a. Transfer of License

The City may issue a transfer of the license only after:

1. Receiving an application in writing for transfer of a license and payment of the transfer fee;
2. Submitting an inspection report by the Land Use Director to the Governing Body, stating conformance or nonconformance with the provisions of this section; and
3. Governing Body approval.

b. Revocation of License
The Governing Body may revoke a license to maintain and operate a mobile home park, as provided in Article 18-1 SFCC 1987 when the licensee has violated any provision of this section.

c. Posting
The license certificate shall be conspicuously posted in the office of or on the premises of the mobile home park at all times.

d. Inspection
The City may inspect a mobile home park for conformance with the provisions of this section.

11. Private Swimming Pool

I. Permanent Swimming Pools
The following requirements apply to both in-ground swimming pools, and above-ground pools with a water depth of two feet or greater.

a. Swimming pools shall be completely enclosed by opaque fencing or other approved screening barrier of at least six feet in height.
b. Fences or screening barriers shall constructed of a noncorrosive material, and shall be designed so that they may not easily be climbed.
c. All gates or openings in the fence or screening barrier shall be equipped with self-closing or self-latching devices only accessible from within, or on the pool-side of the fence or barrier.
d. Self-closing and self-latching devices shall be placed equidistant from the top and bottom of the fence or screening barrier, to prevent a person reaching over or under the barrier to unlatch the device.
e. The latching device shall be childproof from the inside of the fence or barrier.
f. All fence or screening barrier supports shall be decay- or corrosion-resistant and shall be set in a concrete base, or other suitably permanent material.
g. The opening between the bottom of the fence or screening barrier and the ground shall be no more than four inches.

II. Exceptions
The fencing requirements above do not apply to temporary “kiddie” pools that hold less than a two-foot depth of water, and outdoor hot tubs on private property.

12. Short-Term Rental Unit
    I. Purpose
        a. Ensure that the operation of short-term rental units does not disrupt the character of the city's residential neighborhoods or affect the quality of life of neighboring residents;
        b. Prevent speculators from purchasing multiple homes for the purpose of operating multiple short-term rental units, thereby reducing the availability of long-term housing;
        c. Allow residents who comply with the City's short-term rental unit regulations the option of utilizing their homes and accessory dwelling units as short-term rental units to create wealth and generate supplemental income;
        d. Minimize public safety risks associated with short-term rental units, such as higher traffic levels, parking issues, noise, litter, and other public nuisances; and
        e. Ensure that an owner or operator of a short-term rental unit follows applicable regulations, including the payment of all applicable fees and taxes.
    II. Short-Term Rental Permit or Registration Required
        a. An owner of a short-term rental unit must have a City-issued business license and either a short-term rental permit or a short-term rental registration, as set forth in Section 14-5.3(C)(12)(III) and Section 14-5.3(C)(12)(IV).
        b. An owner or operator shall not operate, rent, offer to rent, or advertise a short-term rental unit without a valid permit or registration.
        c. A City-issued permit or registration number must be included in all advertising of a short-term rental unit, including listings on a host platform.
    III. Permit; Residentially Zoned Property
        a. Permit Required
            A short-term rental unit on residentially zoned property requires a City-issued permit.

b. One Thousand Permit Limit
    1. The Land Use Director shall issue a maximum of 1,000 short-term rental permits.
    2. The land use department shall process applications in the order of receipt and shall issue new permits in the order that complete applications are received.
    3. If the number of permits reaches the 1,000 permit limit, then the Land Use department shall stop processing applications and shall add applicants to a waiting list until a permit becomes available.
    4. If an applicant waits on the list for a year or longer, the Land Use Director may require the applicant to indicate a continued interest in remaining on the list.
c. One Permit per Natural Person Limit
    1. The Land Use Director shall issue permits to natural persons only, and each natural person may possess a maximum of one permit.
    2. If the subject property is owned by a legal or business entity, the permit must be held in the name of a person with legal authority to act on behalf of that entity. The fact that a permit must be issued to a natural person does not mean that the property cannot be titled in such entities as a revocable trust, an LLC, or a corporation.
    3. The Land Use Director shall not issue permits to dwelling units that are comprised of multiple, time-divided ownership interests, provided, however, that certain dwelling units may be eligible to maintain short-term rental registrations, as set forth in Section 14-5.3(C)(12)(XVI).
d. Permit Not Transferrable
    1. A permit is not transferable to another person or property. Upon the transfer of ownership of a short-term rental unit, the short-term rental permit shall terminate and revert to the Planning and Land Use Department.
    2. If the new owner wishes to use the property as a short-term rental unit, the owner shall submit a new application to the land use department.
    3. A transfer that does not result in new ownership of the property, such as a transfer to the owner's revocable trust for estate planning purposes or a transfer to an LLC where there is no change in the ownership interest in the property, does not constitute a transfer for purposes of this subparagraph.

4. Upon the death of the permitholder, the permit may be transferred to the permitholder's spouse or domestic partner if the spouse or domestic partner submits a written request to the Planning and Land Use Director within 90 days after the permitholder's death, owns or will own the property upon the settlement of the permitholder's estate, and does not already hold a short-term rental permit.

e. Frequency of Rental

A permitted short-term rental unit shall not be rented more than once within a seven-day period. The limitation set forth in this subparagraph shall not apply to rentals that begin between November 15 and January 15.

f. Proximity

Subject to the exceptions listed below, the Planning and Land Use Director shall not issue a new permit for a short-term rental unit if the subject property, as identified in the application, is located within a 50-foot radius of a residentially zoned property that has a permitted short-term rental unit. The radius shall be measured from the permitted property's boundary. This limitation shall not apply to the following:

1. An application for a short-term rental unit that complies with the requirements set forth in the accessory dwelling units, Section 14-5.3(C)(2);
2. An application for a short-term rental unit in a multiple-family dwelling development that contains four or more dwelling units, provided, however, that the Land Use Director shall not issue short-term rental permits for more than 25 percent of such dwelling units, rounded down to the nearest whole number, and shall not issue more than 12 short-term rental permits within a single building within a multiple-family dwelling development.

IV. Registration for Property with Nonresidential Zoning

a. Registration Required

A short-term rental unit on property with nonresidential zoning requires a City-issued registration.

b. Proximity

The Planning and Land Use Director shall not issue more than 12 short-term rental registrations within a single building within a multiple-family dwelling development.

V. General Provisions

Unless otherwise stated, the following general provisions apply to all short-term rental units.

a. A short-term rental unit must have a local operator that is available 24 hours per day, seven days per week, to respond to complaints regarding the operation or occupancy of the short-term rental unit. The operator must be accessible by telephone and able to be physically present at the short-term rental unit within one hour of being contacted.
b. An owner of a short-term rental unit shall provide off-street parking on site as follows:
    1. One parking space for one bedroom; and
    2. Two parking spaces for two or more bedrooms.
c. A short-term rental unit must meet all applicable building, fire, and safety codes, and all toilets, faucets, and shower heads must meet the water conservation requirements described in Section 25-2.6.
d. Prior to issuance of a permit or registration, a short-term rental unit must have a certificate of occupancy to ensure compliance with all applicable codes.
e. At or before the time of application for a permit or registration, the owner of a short-term rental unit must also apply for and obtain a business license under Article 18-1.
f. An owner or operator shall not allow guests to park recreational vehicles on site or on the street.
g. Short-term rental units located on residentially zoned property shall be used exclusively for residential purposes and shall not be used for commercial activities or events, defined as intending to make money, offering goods or services for sale, or conducting any other event or activity that is not residential in nature. An activity "not residential in nature" includes gatherings in excess of two times the number of legally allowed guests in the short-term rental unit, unless the activity or event is otherwise permitted by the City.
h. The total number of guests that may occupy a short-term rental unit is twice the number of bedrooms.
i. Noise or other disturbance emitted from a short-term rental unit is prohibited after 10:00 p.m., including noise or disturbances emitted from decks, portals, porches, balconies, or patios.
j. The owner or operator of a short-term rental unit shall notify all guests in writing of relevant City ordinances, including the City's nuisance and water conservation ordinances. All guests shall comply with all relevant City ordinances.
k. The owner shall pay all applicable local, state, and federal taxes, including lodgers' tax, gross receipts tax, and income tax.

VI. Application for a Short-Term Rental Permit or Registration

An applicant shall submit an application for a short-term rental permit or registration that includes the following information and documentation:

a. The name and phone number of the local operator;
b. Owner and operator, affirming that they will operate the short-term rental unit in compliance with this subsection 14-6.2(A)(5) and all other applicable laws, City codes, and private covenants; and that no private covenants prohibit the operation of the short-term rental unit; and
c. Additional information, documentation, and submittals as required by the Planning and Land Use Director.

VII. Permit and Registration Renewals

a. Unless revoked pursuant to Section 14-1.12(E), an owner may renew a short-term rental permit or registration annually.
b. An application filed on or after January 1, 2022 for renewal of a permit or registration shall include the records required by Section 14-5.3(C)(12)(XI) for the previous one year.
c. An owner must renew a short-term rental permit or registration and the associated business license by March 15 of each year. If a permit or registration is not renewed by March 15, the owner may pay a late fee of $50 to extend the time for filing to renew to April 15. If a permit is not renewed by its expiration date, including any 30-day extension, then the permit will revert to the land use department and will become available to the next eligible applicant on the waiting list, if any. An owner whose permit or registration has expired may submit a new application for a short-term rental permit or registration to the Planning and Land Use Director. Issuance of a new permit is subject to the availability of permits.

VIII. Fees for Short-Term Rental Units

The following fees shall be used only to administer, manage, and enforce this subsection 14-6.2(A)(5) and relevant sections of Chapter 18, which address applicable licenses and taxes.

a. Application Fee

An application for a new short-term rental permit or registration shall be accompanied by a one-time non-refundable application, processing, and inspection fee of $100.

b. Business License Fee

A short-term rental unit is subject to an annual business license fee of $35.

c. Permit Fee

A short-term rental unit on residentially zoned property is subject to an annual permit fee of $290.

d. Registration Fee

A short-term rental unit on property with nonresidential zoning is subject to an annual registration fee of $290.

IX. Inspections

The City shall perform an inspection prior to the issuance of an initial permit or registration to ensure compliance with Section 14-5.3(C)(12) and all applicable fire, health, and safety requirements; and may, upon notice to the owner, perform additional inspections as warranted. To obtain a short-term rental permit or registration, a dwelling unit must meet the following requirements:

a. Fire evacuation plan;
b. Carbon monoxide detection;
c. Smoke alarms in all bedrooms;
d. Fire extinguishers on each floor;
e. No storage of combustible materials in mechanical, boiler, or electrical rooms;
f. Fireplace or wood stove must have non-combustible ash receptacle outside the dwelling unit; and
g. Address numerals must be at least four inches tall, with one-half inch stroke width, in contrasting color, visible from the street.

X. Required Notice for Short-term Rental Permits

a. Within ten days after the issuance or renewal of a short-term rental permit, the owner or operator shall mail notices by first-class mail to:
    1. The homeowners' association within which the unit is located (if applicable);
    2. Owners of residentially zoned property within 200 feet of the subject property, exclusive of rights-of-way, as shown in the records of the county assessor;
    3. The physical addresses of such properties where such address is different than the address of the owner; and
    4. The planning and land use department.
b. The notices shall be on a form approved by the Planning and Land Use Director.
c. The notices shall contain the name and phone number of the local operator. Within ten days after any change in the contact information for the local operator, the owner or operator shall mail a new notice to all parties entitled to notice.
d. Within ten days of the mailing, the owner or operator shall provide the Land Use Director with copies of all required mailing lists and an affidavit of mailing signed by the person who mailed the notices.

XI. Records

Each owner or operator shall maintain records for the short-term rental unit for at least the most recent three years and shall make such records available to the City for inspection upon request. The records that must be maintained for each short-term rental unit include the following:

a. For a short-term rental unit located on residentially zoned property, the starting date of each reservation and the number of nights rented for each reservation;
b. For all short-term rental units, the amount of rent guests paid by month and the amount of each type of tax and fee the owner paid to the City in connection with rental of the unit by month.

XII. Violations and Penalties

If an owner or operator fails to obtain the necessary permit or registration before renting, offering to rent, or advertising a short-term rental unit; fails to pay or report applicable taxes; or otherwise fails to adhere to the provisions of Section 14-5.3(C)(12), the owner or operator shall be subject to the enforcement provisions set forth in Sections 1.3 and Section 14-1.12, *Enforcement*, and all other legal remedies and enforcement actions available under the law. These may include civil or criminal penalties or revocation of a short-term rental permit or registration.

XIII. Restrictive Covenants

Private restrictive covenants, enforceable by those governed by the covenants, may prohibit short-term rental units.

XIV. Real Estate Disclosure

A real estate broker listing property in Santa Fe shall provide prospective buyers with a current copy of this ordinance.

XV. Host Platforms

a. A host platform shall require an owner or operator of a short-term rental unit to include a City-issued permit or registration number in all listings or advertisements for a short-term rental unit.

b. Upon notice from the City that a permit or registration number on a short-term rental unit listing is invalid, the host platform shall deactivate that listing within five business days.

c. A host platform shall provide a monthly report to the City that includes the web address (URL) for each property listed on the host platform, together with the permit or registration number associated with that URL.

XVI. Existing Short-Term Rental Permits and Registrations

a. Short-term rental permits and registrations held at the time the ordinance amending Section 14-5.3B (Ordinance No. 2020-35) was adopted remain valid to the extent they have been consistently renewed and they are not subject to the limitations on proximity set forth in Section 14-5.3(C)(12)(III) or Section 14-5.3(C)(12)(IV) or the limit of one permit per natural person set forth in Section 14-5.3C.12.III.c. Upon expiration, and in subsequent years, the owner is eligible to timely renew the permits or registrations pursuant to Section 14-5.3(C)(12)(IX), subject to compliance with applicable requirements of Section 14-5.3C.12, and payment of required fees.

b. A short-term rental unit that is validly permitted or registered at the time the ordinance amending Section 14-5.3(B) was adopted and that either is located within a development containing resort facilities or is comprised of multiple, time-divided ownership interests, may continue to operate as a short-term rental unit as provided in this subparagraph. Such units are not subject to the limitations on proximity set forth in Section 14-5.3(C)(12)(III) or Section 14-5.3(C)(12)(IV) or the limit of one permit per natural person set forth in Section 14-5.3(C)(12)(III)(c). Upon expiration of the existing permit or registration and in subsequent years, the owner is eligible to timely file a renewal application and to obtain a short-term rental registration for the following year. Eligible units shall be issued a short-term rental registration, not a permit, regardless of whether the unit is located on residentially or non- residentially zoned property, subject to ongoing compliance with applicable requirements of Section 14-5.3C.12, and payment of applicable fees.

XVII. Effective Date

a. Short-term rental unit owners who possessed a valid short-term rental permit when Ordinance 2016-20 was adopted were considered to possess a valid permit under the new regulations and did not need to renew their permit until the following year.

b. Short-term rental unit owners who possessed a valid short-term permit for a contiguous property issued prior to Ordinance 2016-20 were deemed as a "residential" permit holder upon the adoption of the ordinance and were eligible to renew their permit as a "residential" permit in following years.

13. Tiny Home

I. Individual tiny homes may be installed on any lot in any zoning district that permits single-family dwellings.

II. Tiny homes may be used as an accessory dwelling unit on any lot where an ADU is permitted, subject to the standards for ADUs described in Section 14-5.3C.2.

III. Any tiny home that is to be occupied for more than 30 consecutive days shall:

a. Meet all applicable requirements of the International Residential Code for detached dwellings;

b. Be installed on a permanent foundation; and

c. Connect to City water, sewer, and electric utilities before occupancy.

D. Group Living

1. Continuing Care Community

I. Density

Independent dwelling units are subject to the density standards of the district in which the continuing care community is located.

II. Compliance with state and federal law

Continuing care communities must comply with all applicable state and federal laws and regulations.

2. Foster Home

A foster home shall be licensed by the appropriate state agencies.

3. Group Residential Care Facility, Correctional

In the C-1, C-2, C-4, and HZ zoning districts, a conditional use approval is required if located within 200 feet of a residentially zoned property, unless the use is a qualifying project located within the Midtown LINC overlay district.

4. Group Residential Care Facility, Large or Small

I. In all residential zoning districts and the RAC district, a large group residential care facility requires conditional use approval.

II. In the C-2 and BIP districts, any size group residential care facility requires conditional use approval.

5. Personal Care Facility for the Elderly

All state and federal laws and regulations governing the facility shall be complied with prior to issuance of a certificate of occupancy.

6. Sheltered Care Facility

I. The ratio of floor area to lot area shall not be greater than 0.4.

II. The required yard on all sides is 25 feet; provided, however, if a solid masonry wall is built around the perimeter of the property, then the yard may be five feet.

III. Open space shall equal 100 percent of the heated floor area. Open space does not include parking area, streets, driveways, heated space, garages, carports or accessory buildings. Open space shall not measure less than 15 feet in any of its dimensions, shall be noted as open space on the plat, and shall meet all other requirements for common open space as provided in Section 14-7.4, *Open Space.*

IV. No more than one sign, one square foot in area, hung flush to the fence or wall of the structure is allowed.

V. Complaints about operation shall be investigated by the Land Use Director and, if a complaint is valid, the facility shall be given 30 days' written notice to remedy the complaint. If the operator fails to remedy the complaint within 30 days after written notice, the Governing Body, after providing notice to the operator and an opportunity of the operator to be heard, may revoke the license to operate the facility.

VI. All sheltered care facilities shall be licensed by the State.

E. Agricultural Uses

1. Standards for All Agricultural Uses

I. Any agricultural use dedicated to growing cannabis shall additionally be subject to the standards of Section 14-5.3(G)(4), *Cannabis Establishments.*

II. Agricultural uses for noncommercial purposes that are accessory to a permitted principal use are permitted in all zoning districts but shall not create a public nuisance, subject to Subsection 10-9 SFCC 1987, *Nuisance Abatement Ordinance*, and shall meet all other applicable City codes.

III. Agricultural uses for commercial purposes are permitted as set forth in Table 5-1, however, the following commercial agricultural uses are specifically prohibited:

a. Animal production;
b. Slaughterhouses and slaughtering of livestock; and
c. Any other use prohibited by Chapter 5-7.1, Possession, confinement and impoundment of animals.

IV. Applicability

a. No agricultural activity shall be conducted, or farm structure erected, except in compliance with the provisions of this Section 14-5.3(E) and shall not supersede the rights of homeowners' associations (HOAs) or any existing covenants, conditions and restrictions of HOAs or other neighborhood associations.
b. The provisions of this subsection shall apply to all agricultural activities, whether such activity is a primary use or an accessory use, except for:
    1. Gardens as accessory to residential uses, for the personal noncommercial use of residents.
    2. Community gardens located on city-owned property and regulated by written policies and procedures of the City of Santa Fe.
    3. Community gardens for noncommercial purposes permitted as an accessory use.
    4. The growing of cannabis for personal use, as permitted by the Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 to -10 NMSA 1978; and the Cannabis Regulation Act, NMSA 1978, Sections 26-2C-1 to -42.

V. Approval Procedures
a. Agricultural uses are allowed as an accessory use; with a conditional use approval; or permitted by right, all as shown in Table 5-1.
b. Except as otherwise provided in this subsection, the procedural and other requirements for Home Occupation, as described in Section 14-5.3(C)(6), conditional use approvals and development plans apply to agricultural uses and structures.
c. Agricultural uses and structures shall comply with all other applicable provisions of SFCC 1987, including Chapter VII, *Building and Housing*, and Chapter XII, *Fire Prevention and Protection*.
d. The Governing Body may adopt by resolution guidelines for the development and operation of agricultural uses, which shall guide the Planning and Land Use Director in the administration of this subsection.

VI. Screening and Buffering
a. Any composting, loading, or disposal areas within or adjacent to a residential or commercial zoning district shall be screened from view by a wall, fence, berm or vegetative screen, or combination thereof. Fencing shall be constructed of opaque materials and shall comply with the standards and requirements of Section 14-8.5, *Walls and Fences*.
b. Any material or equipment stored outdoors within a residential or commercial zoning district shall be surrounded by a wall or fence or vegetative screen not less than six feet high, to screen such material or equipment from view from any public street or public open space.

VII. Maintenance and Operation

Urban farms, cannabis producers, and cannabis producer microbusinesses shall at no time be used or maintained to constitute a nuisance or hazard to the surrounding neighborhood.

VIII. Soil Safety

All urban farms, cannabis producers, and cannabis producer microbusinesses using conditioned soil shall comply with the New Mexico Soil and Water Conservation Act, Sections 73-20-25 through 73-20-48 NMSA 1978.

IX. Water

a. Urban farms, cannabis producers, and cannabis producer microbusinesses are allowed to use the following water resources:
   1. Captured rainwater on-site meeting the requirements of the New Mexico State Engineer's Office (OSE) and Section 14-8.4(D), *Water Harvesting and Irrigation Standards;*
   2. Passive water harvesting designed to infiltrate water, control runoff and erosion;
   3. Gray water or treated effluent from permitted on-site sources adhering to the requirements of Section 20-7-3 NMAC and Section 14-8.4(D)*;*
   4. Well water from existing on-site wells, provided that such wells are permitted by the OSE for agricultural use, are metered, and tested annually by a laboratory certified by the New Mexico environment department to ensure that the well is bacteria-free and that the levels of arsenic, fluoride, nitrate, and uranium are compliant with EPA primary drinking water standards (maximum contamination levels, or MCLs), and such lab reports shall be sent to the Planning and Land Use Director;
   5. Municipal water system; or
   6. Stormwater infiltration where permitted by the OSE.

b. Any constructed water catchment systems shall meet all permitting requirements of the Planning and Land Use Department.

c. Water supplied through the municipal water system shall be charged at the rate applicable to the meter size, and shall comply with all applicable requirements of Section 14-7.7, *Development Water Budgets.*
   1. Separate meters shall be required for irrigation in commercial and industrial zoned areas unless the total farm area on the lot is less than 500 square feet, and meter data denoting monthly and annual water use shall be sent to the Planning and Land Use Director for monitoring purposes;
   2. Water efficient irrigation systems are required to be installed and used when water from the municipal water system is used for irrigation.

d. Irrigation systems shall comply with Section 14-8.4(D)(4), *Irrigation Standards,* including installation of an approved backflow prevention device.

e. Watering times shall comply with the outdoor conservation regulations pursuant to Section 25-2.7, *Water*.

f. The use of other water efficient technologies and water management best practices, such as use of ollas or other water-holding materials, are allowed. The Land Use Director shall provide all urban farms with City-authored water efficient irrigation guidelines and low-water use landscape literature, such as landscape irrigation design standards.

X. Abandonment

a. If an agricultural use ceases for any reason for 365 consecutive days without the prior written approval of the Land Use Director, the use shall be deemed to be abandoned.

b. Any property used for agricultural purposes pursuant to this section shall be cleared and restored to the state in which it existed prior to commencement of the agricultural use. The property owner shall remove from the property all farm structures within 90 days after the date the agricultural use is discontinued. Site clearing shall consist of:

1. Physical removal of all farm structures, farm equipment and machinery; and
2. Disposal of all composting and agricultural waste in accordance with local and state waste disposal regulations; and
3. Stabilization of the site's vegetation as necessary to minimize erosion and invasive species encroachment. The Land Use Director may allow the owner to leave landscaping in order to minimize erosion and disruption to vegetation.

c. If the applicant fails to remove farm structures, farm equipment, and farm machinery in accordance with the requirements of this subsection within 90 days of the date the agricultural use is discontinued, the Planning and Land Use Director shall proceed with enforcement actions as provided for in Section 14-1.12, *Enforcement*.

2. Agricultural Home Occupation

Agricultural home occupations shall comply with Home Occupation standards described in Section 14-5.3(C)(6), except that:

a. Up to five people, other than members of the family who reside on the premises, may be employed for urban farms with up to 10,000 square feet of production area. An additional person may be employed as part of the urban farm operations for every additional 10,000 square feet of the production area, up to a total of ten people.

b. A farm stand and other farm structures shall not be included in the calculation of maximum permitted floor area.

c. Agricultural home occupations are not subject to the signage limitations for non-agricultural home occupations, and instead signage is permitted as provided in Section 14-7.6, *Signs.*

d. On-site parking is required as follows:

1. One parking space for each worker who resides off- premises working simultaneously; and
2. If applicable, three parking spaces on the lot available to farm stand customers during farm stand open hours.

3. Aquaculture

I. Operations must comply with applicable federal and state regulations for water use and discharge, and for the possession, propagation, culture, sale and disposition of living marine organisms.

II. The size of the operation is limited to 750 square feet or less.

4. Aquaponics

Operations must comply with applicable federal and state regulations for water use and discharge, and for the possession, propagation, culture, sale, and disposition of living marine organisms.

5. Composting
   I. General Standards
      a. Composting is accessory to an urban farm, cannabis producer, or cannabis producer microbusinesses and shall be used only on-site where any ground level urban farm or roof level urban farm, cannabis producer, or cannabis producer microbusiness is permitted.
      b. Composting shall occupy no more than ten percent of the farm area.
      c. Cooked food, raw animal matter, animal waste, and human waste shall not be used in the creation of compost.
   II. Maximum Height
      a. Maximum height of composting structures or bins shall not exceed the maximum height permitted for fences and walls in the zoning district where the property is located.
      b. On a roof level urban farm, any composting must be contained within a fully enclosed inflammable bin that does not have direct contact with flammable materials.
   III. Setbacks
      a. Accessory structures, compost bins, and windrows shall comply with the applicable setback requirements in all zoned districts.
      b. Compost bins, structures, and windrows located in a required yard or street frontage in all residential and commercial zoned districts must be screened from street view and set back a minimum of ten feet from the property line.
6. Farm Stand
   I. An urban farm may include a farm stand.
   II. Farm stands located in zoning districts which otherwise prohibit retail sales shall:
      a. Only sell agricultural products that are grown on the premises;
      b. Be no larger than 48 square feet; and
      c. Be erected only during business operating hours and during the farming season.
   III. Operation of a farm stand requires a home occupation permit or other type of business license issued by the City of Santa Fe Business Licensing Division.
7. Hydroponics

   Operations must comply with applicable federal and state regulations for water use and discharge, and for the possession, propagation, culture, sale and disposition of living marine organisms.

8. Urban Farm, Ground or Roof Level
   I. The principal activity to be performed on a ground- or roof-level urban farm shall be the cultivation of agricultural crops.
   II. In all residential districts, a ground-level urban farm greater than 10,000 square feet in area requires a conditional use approval.
   III. In the C-1, C-2, C-4, SC-1, SC-2, and SC-3 districts, a ground-level urban farm greater than 1 acre in area requires a conditional use approval.
   IV. In all residential districts, a roof level, open air urban farm greater than 1,000 square feet in area is not permitted.
   V. In no district may a roof level, open air urban farm be larger than 5,000 square feet.

F. Civic, Public, and Institutional Uses

1. Community and Cultural Centers or Facilities
   I. Cemetery, Mausoleum, or Columbarium
      The total lot area shall not be less than ten acres.
   II. Museum
      In the RAC district, this use is limited in area to 3,000 square feet.
   III. Religious, Educational, or Charitable Institution
      a. This use does not include schools or religious assembly uses.
      b. In all nonresidential and mixed-use districts, and the AC overlay, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.

2. Educational Facilities
   I. College or University, Residential
      The total lot area shall not be less than ten acres. Minimum street frontage shall not be less than 300 feet.
   II. Elementary or Secondary School, Public Or Private
      In the C-1, C-2, C-4, BCD, BIP, and MU districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
   III. Vocational or Trade School, Light Industrial
      In the BCD and BIP districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
   IV. Vocational or Trade School, Non-Industrial
      In the RAC district, this use is limited to 3,000 square feet.

3. Emergency Services

I. Police or Fire Station

In all residential zoning districts, a police or fire station with seven or more staff requires a conditional use approval.

4. Health Care and Extended Care Facilities

I. Hospital

a. Business and Industrial Park District

Hospitals in the BIP District shall be located no less than 50 feet from the boundary of a residential use or residential zoning district.

b. Las Soleras Hospital Zone District

1. A heliport serving a hospital is a permitted use.
2. Prior to the submittal for Development Plan approval for each phase of development within the Las Soleras HZ district, the applicant shall conduct and submit a market analysis and fiscal impact analysis that analyzes in detail the need for the proposed hospital. The market analysis shall address demand, projected service capacity and build-out; identify primary and secondary market area; estimate projected revenue and expense; and identify the scale and extent of local competition. The fiscal impact analysis shall contain an estimate of net local public costs, including capital outlay and operating expenses, and revenues attributable to the proposed project. Additionally, as a condition for and prior to the granting of Development Plan approval, any new hospital to be constructed shall participate in meetings at which the Santa Fe County health policy Planning Commission, Christus St. Vincent Hospital and interested local and regional health care providers have been invited to attend to address impacts of dual hospitals in the community.

c. Christus/St. Vincent Hospital Zone District

In the Christus/St. Vincent Hospital Zone District, hospitals require a conditional use approval.

II. Medical or Dental Office or Clinic
   a. In the RAC district, this use is limited to 3,000 square feet.
   b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

5. Human Services

I. Human Services Establishment
   a. In all districts where a human service establishment is permitted, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
   b. Open space is required as described in Section 14-7.4 for each dwelling unit that contains kitchen facilities.

G. Commercial Uses

1. Animal-Related Uses

I. Doggie Daycare
   a. In the C-1, C-2, C-4, BCD, and MU districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
   b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

II. Kennel or Boarding Facility
   In the C-1, C-2, C-4, and BIP districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.

III. Pet Grooming
   In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

IV. Veterinarian
   a. In the C-1, C-2, C-4, BIP, SC-2, SC-3, and MU districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
   b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.
   c. Except in an RR district, the following shall apply:
      1. The facilities provide treatment for animals of a non-agricultural, domestic household nature only, including dogs, cats, caged birds and other animals typically capable of being housed within a family dwelling unit;
      2. The facilities contain no external kennels or areas of boarding, training, breeding or exercising of animals;
      3. Overnight boarding of animals for medical purposes is only accommodated by soundproof rooms contained within the facility;
      4. Continuous or repetitious noise or odors discernible at the lot line are cause for investigation by the Land Use Director, potentially leading to revocation of the occupancy permit; and
      5. Any treatment facility for large or typically farm animals, including horses, cows, sheep, chickens and pigs, are excluded from the list of permitted uses.

2. Arts Activities

I. Arts and Crafts Studio, Gallery, or School
   a. In the RAC district, this use is limited in area to 3,000 square feet.
   b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

II. Dance Studio
   a. In the RAC district, this use is limited in area to 3,000 square feet.
   b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

III. Film Production
[reserved]

IV. Photography Studio
a. In the RAC district, this use is limited in area to 3,000 square feet.
b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

3. Assembly

I. Private Club or Lodge
a. This use type does not include uses customarily carried on as a business, including private lounges or other areas devoted to cannabis consumption.
b. In all residential districts except R-10, R-12, R-21, R-29 and RAC, the following additional standards apply:
1. The facility shall not have a lot area of less than two acres; and
2. A structure in connection with the facility shall not be closer than 25 feet to any lot line.
c. In all nonresidential and mixed-use districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
d. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

4. Cannabis Establishments

I. Applicable Law
Cannabis establishments are subject to applicable sections of the Land Development Code, as set forth in Chapter 14 of the SFCC 1987; other applicable City ordinances, as set forth in the SFCC 1987; and applicable state laws and regulations. Applicable provisions include, but are not limited to, the Lynn and Erin Compassionate Use Act, Sections 26-2B-1 to 26-2B-10 NMSA 1978; the Cannabis Regulation Act, Sections 26-2C-1 to 26-2C-42 NMSA 1978; the Dee Johnson Clean Indoor Air Act, Sections 24-16-1 to 24-16-20 NMSA 1978; the Santa Fe Smoke Free Ordinance, Section 10-6 SFCC 1987; the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; and the Business License Ordinance, Section 18-1 SFCC 1987.

II. Enforcement
A person who fails to adhere to the provisions of this Chapter 14 shall be subject to the enforcement provisions set forth in Sections 1.3 and Section 14-1.12, *Enforcement*, and all other legal remedies and enforcement actions available under the law.

III. Prohibited in Residential Zoning Districts
The conduct of any business as a cannabis establishment or for a commercial cannabis activity is not allowed in any residential zoning district.

IV. Permitted Uses
Cannabis establishments are permitted only as set forth in Table 14-6.1-1 and this subsection. A vertically integrated cannabis establishment or integrated

cannabis microbusiness is permitted only if all uses licensed by the licensee are permitted in the zoning district.

V. Minimum Distance from Schools

A cannabis establishment is not a permitted use if the cannabis establishment would be located within a 300-foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

VI. Retail Establishments

a. Density Limitations

1. A commercial cannabis retailer is not a permitted use if:

i. When retail sale of cannabis is the primary use, the main entrance of the retailer is within a 400-foot distance of an existing cannabis retailer; or

ii. The closest point of the commercial cannabis retailer's licensed premises is within 300 feet of a religious institution.

b. Density Limitation exemption. A cannabis retailer that is wholly owned by a tribe, as defined in Section 11-13A-2(D) NMSA 1978, is a permitted use within four hundred (400) feet of the main entrance of a retailer that initiates its application for a cannabis retailer license to the State of New Mexico after the retailer wholly owned by the tribe initiates its application for such a license.

c. Operating Hours

Permitted hours of operation are between 7:00 a.m. and 12:00 a.m. (midnight).

VII. Odors and Ventilation

a. All cannabis establishments must comply with applicable state and City laws and regulations concerning odors and ventilation, including building and fire codes.

b. Cannabis producers, cannabis producer microbusinesses, and cannabis manufacturers must use industry standard techniques such as activated carbon filtration and regular maintenance of HVAC systems to minimize odorous, toxic, or noxious matter.

c. Cannabis producers, cannabis producer microbusinesses, cannabis manufacturers, and cannabis consumption areas must obtain City approval of an odor control plan addressing these laws, prior to the issuance of a construction permit or certificate of compliance.

VIII. Safety and Security

All cannabis establishments must comply with state law and regulations concerning safety and security, in addition to applicable provisions of SFCC 1987.

IX. Cannabis Producer Microbusiness

In all districts, outdoor growing requires a conditional use approval.

X. Cannabis Producer

In the I-1 and I-2 districts, indoor cannabis cultivation is permitted by right. In all other districts, a conditional use approval is required.

XI. Commercial Cannabis Retailer

In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

5. Food and Beverages

I. Bar, Cocktail Lounge, Nightclub, With or Without Outdoor Entertainment

a. In the RAC district, this use is limited to 3,000 square feet.
b. In the RAC district and the AC overlay, amplified live entertainment or amplified music for dancing is prohibited after 10 p.m.
c. In the C-2, SC-1, SC-2, and SC-3 districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
d. Additionally, with outdoor music, in the BCD, I-1, I-2, and MU districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
e. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

II. Commissary Kitchen

A conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.

III. Outdoor Dining

a. Applicability

The standards of this section apply to outdoor dining and seating located on private property. Outdoor dining and seating located in the public-right-of-way is subject to review and approval by the Department of Public Works, as specified in the City's Code of Ordinances.

b. Accessory Use

Outdoor dining and seating shall be conducted as an accessory use to a legally established eating and drinking establishment that is located on the same lot or an adjacent lot.

c. Hours of Operation

The hours of operation are limited to the hours of operation of the associated eating and drinking establishment.

d. Standards for Operation
   1. In the RAC district, this use is limited in area to 3,000 square feet.
   2. Public outdoor dining areas shall be at least 100 feet from residentially zoned property.
   3. If alcohol is served:
      i. Outdoor dining areas shall be at least 500 feet from the closest residential structure or zone.
      ii. The outdoor area where alcohol is served must be segregated using 4-foot-high planters or fences to close off the area to unauthorized access.
      iii. Access to outdoor areas where alcohol is served shall only be from within the main restaurant or tavern structure. However, the perimeter fence or planters shall have an emergency exit gate, operable only from within the outdoor dining area.
   4. If the outdoor dining space is adjacent to or within a pedestrian sidewalk, a minimum width of five feet free and clear space shall be maintained at all times between the edge of the dining area and the back of the curb.
   5. If a fence is used for separation rather than planters, the fence must be decorated to be aesthetically appealing to the outdoor dining area as viewed by neighboring properties, or planters and/or landscaping may be installed in front of the fence, subject to pedestrian clearance requirements described in provision h.
   6. Music or other outdoor sound amplification must be kept at a level so that it does not create a nuisance beyond the property line.
   7. Portions of parking areas may be used for outdoor dining; however, in no case may spaces needed to meet the minimum requirements specified in Section 14-7.5D be used.
   8. In the BCD, if the distance separation cannot be met, the Governing Body may approve a conditional use.

IV. Restaurant, Fast Service/Take-Out
   a. In the RAC district, this use is limited to 3,000 square feet.
   b. In the RAC district, amplified live entertainment or amplified music for dancing is prohibited after 10 p.m.
   c. In the C-1 and C-4 districts, gross floor area shall not exceed 1,000 square feet, and the sale of alcohol is prohibited.

V. Restaurant, Full Service, With or Without Incidental Alcohol Service
   a. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m. in the RAC and AC districts.
   b. In the RAC district, this use is limited to 3,000 square feet.

VI. Restaurant with Bar, Cocktail Lounge or Nightclub Comprising More Than 25% of Total Serving Area

a. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m. in the RAC and AC districts.
b. In the RAC district, this use is limited to 3,000 square feet.
c. In the AC overlay, and the C-2, BCD, SC-1, SC-2, SC-3, and MU districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
d. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

VII. Restaurant, with Drive-Through/Drive-Up
a. In all districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

6. Lodging- Vacation Time Share

The provision of operating or management services to single or multiple owners of vacation time share projects is a commercial use whether or not the management services are provided on the same site as the timeshare units, and operators and managers are required to obtain a business registration from the City.

7. Office, Business, and Professional

I. Bank or Credit Union
a. If there is a drive-through, in the C-1, C-2, I-1, BIP, SC-1, SC-2, and SC-3 districts, a conditional use approval is required if the use is located within 200 feet of residentially zoned property, unless it is a qualifying project located within the Midtown LINC overlay district.
b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

II. Business or Professional Office Excluding Medical, Dental, and Financial Services
a. In the RAC district, this use is limited to 3,000 square feet.
b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

III. Laboratory, Research or Testing

A laboratory shall comply with the performance standards of Section 10-4 SFCC 1987 and shall not produce any offensive noise, vibration, smoke, dust, odors, heat, gas, glare, electrical interference, radiation exposure, or otherwise create a risk to health, safety or property of residents or occupants of adjacent or neighboring residential properties.

IV. Temporary On-Site Contractor's Office

A temporary building used by a contractor as an office or for storage of tools or other construction items shall be removed no later than the completion or abandonment of the construction work.

8. Recreation and Entertainment
   I. Commercial Recreation
      In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.
   II. Theater, Live Productions
      a. In the RAC district, this use is limited to 3,000 square feet.
      b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.
9. Retail Sales and Services
   I. Antique Store
      a. In the RAC district, this use is limited to 3,000 square feet.
      b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.
   II. Art Supply Store
      a. In the RAC district, this use is limited to 3,000 square feet.
      b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.
   III. Bookshop
      a. In the RAC district, this use is limited to 3,000 square feet.
      b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.
   IV. Cabinet Shops, Custom
      In the RAC district, this use is limited to 3,000 square feet.
   V. Department or Discount Store
      In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

VI. Flea Market

a. Such uses shall:

1. Meet the requirements of Section 14-7.5, *Off-Street Parking and Loading,* and Section 14-7.6, Signs. For the purposes of implementing sign regulations, a flea market constitutes one business establishment;
2. Meet the requirements of the garbage, litter and weed ordinances;
3. Not operate as a campground;
4. Not be located on open space or landscaping areas required by Chapter 14 for another building or use;
5. Be located on parking areas only so long as enough area remains to meet all parking required by Chapter 14 for both the flea market and the other building or use. This cumulative parking requirement may be reduced pursuant to one of the options described in Section 14-7.5E, *Parking Alternatives;* however, if a development plan is required, the reduction may be approved concurrently with the development plan; and
6. Be required to obtain a certificate of occupancy whether or not a construction permit is required.

b. For flea markets with 15 or more vendors, development plans showing parking, vendor area and landscaping as set forth in Section 14-2.1F.3, *Construction Permit.*

c. For flea markets with fewer than 15 vendors, a site plan showing parking, vendor area and landscaping shall be approved by the planning and land use director. Fewer than five individual vendors located on a property does not constitute a flea market.

d. Complaints about flea market operation shall be reviewed by the Land Use Director and, if valid, the facility shall be given one to five days written notice to remedy the complaint. If the operator fails to remedy the complaint within the time provided in the written notice, the governing body may set a public hearing to consider revocation of the operator's license. The operator shall be given notice of the public hearing and an opportunity to be heard.

e. These provisions do not apply to markets located on city property that are subject to an alternate approval process.

VII. Florist Shop

a. In the RAC district, this use is limited in area to 3,000 square feet.
b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

VIII. Furniture Store

In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

IX. Laundromat
   a. A solid masonry wall not less than six feet in height shall be erected along side and rear lot lines of laundromats adjoining residential lots;
   b. No more than one wall sign of not more than 20 percent of the front wall area, excluding doors and windows, is allowed; and
   c. The maximum floor area ratio is 3.0:1. The maximum floor area is 3,000 square feet.
   d. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

X. Neighborhood Grocery Store
   a. A solid masonry wall not less than six feet in height shall be erected along side and rear lot lines of a neighborhood grocery store adjoining residential lots;
   b. No more than one wall sign of not more than 20 percent of the front wall area, excluding doors and windows, is allowed; and
   c. The maximum floor area ratio is 3.0:1. The maximum floor area is 3,000 square feet.
   d. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

XI. Office Equipment Sales and Service; Retail Sale of Office Supplies
   In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

XII. Pharmacy or Apothecary Shop
   The business shall be confined principally to the compounding and dispensing at retail of drugs and medicines and the sale of medical and dental supplies and devices.
   a. This use does not include the compounding, blending, extracting, infusing, or sale of cannabis.
   b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

XIII. Retail Establishment Not Listed Elsewhere
   In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

XIV. Retail and Service Uses that are Intended to Serve the Primary Uses and That Do Not Exceed 5,000 Square Feet
   In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

XV. Retail Sales Accessory to Any Permitted Use
   a. The retail sales use shall not occupy more than ten percent of the total floor area of all buildings occupied by the principal use.
   b. In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

XVI. Sign Shop
   In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

10. Service Establishments

I. Exercise, Spa, or Gym Facility
   In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

II. Hair Salon or Barber Shop

In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

III. Personal Service Establishment

In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

IV. Tailoring or Dressmaking Shop

In the MU district, hours of operation are limited to 7 a.m. to 10 p.m.

11. Sexually Oriented Business

I. Purpose

In adopting this section, it is recognized that businesses providing certain types of adult entertainment, wherever and by whomever provided, may provide services or goods that can have deleterious effects on the public health, safety or general welfare. It is further recognized that the location of adult entertainment, whether in commercial buildings or private homes, is of interest to the City because there may be exposure of such adult services or goods to minors. It is further recognized that many persons are offended by the display of certain sexual acts or materials, by the appearance of nude or partially nude persons exposing parts of the body that customarily would be covered in public and that include private body parts of either males or females and the female breast portion showing the areola; and that persons are providing adult entertainment services or material. Regulation of adult entertainment through the police power of the municipality is reasonable, necessary, and appropriate for the benefit of the public welfare and to ensure that adverse effects do not contribute to the blighting or downgrading of neighborhoods, commercial districts, or public facilities and do not adversely affect minors. It is not a deprivation of property to prohibit, limit, or otherwise regulate adult entertainment as provided in this ordinance.

II. Location of Sexually Oriented Businesses

a. A sexually oriented business shall not be located or presented in a residential district, even temporarily; within 1,000 feet of a district zoned for residential use or a district in which single-family dwellings or multiple-family dwellings are allowed as principal uses and structures; or within 1,000 feet of any parcel of real property on which is located any of the following facilities:

1. A school, academy, center, or other entity that provides instruction primarily for and attended by minors;
2. A religious institution that conducts religious services, education classes or other gatherings for minors;
3. A public park, playground, or public recreation facility;
4. Eating and drinking establishments;
5. Hotels, motels, rooming and boarding houses;
6. Commercial recreational uses and structures such as theaters and bowling alleys;
7. Private day-care nurseries and kindergartens; or
8. Libraries.

b. This subsection does not apply to sexually oriented businesses existing on February 9, 2000. Such businesses shall be considered nonconforming uses and structures and shall be governed by Section 14-1.13, *Nonconformities.*

III. Public Display of Certain Material Prohibited

Materials offered for sale from adult news racks shall not be displayed or exhibited in a manner that exposes to public view any pictures or illustrations of adult human genitals or specified sexual activities in a manner that exposes the material to the view of persons outside the building in which the adult bookstore or adult motion picture theater is located.

IV. Adult News Racks, Book Stores, and Motion Picture Theaters; Violations; Impoundment of News Racks

a. The provisions of Section 14-1.13, *Nonconformities,* pertaining to nonconforming uses are applicable to adult news racks, adult bookstores, and adult motion picture theaters and they are required to comply with the provisions of this section.

b. An adult news rack that violates this section may be impounded by a city police officer or the planning and land Use director after:

1. A notice of violation has been affixed to the adult news rack stating the provision of this section that has been violated and stating that the adult news rack will be impounded if the violation is not abated within three days;
2. The violation is not abated within three days of the posting of the notice of violation;
3. The police department presents to the municipal court affidavits or other evidence sufficient to show a prima facie violation of this section; and
4. The municipal court issues a written order for the impoundment of the adult news rack pursuant to this section.

c. When an adult news rack is impounded, a complaint for violation of this section shall be filed within fourteen days of the impounding; if such action is not commenced within fourteen days or if a final appealable decision in such action is rendered more than sixty days from the filing of the action, the adult news rack, together with its contents and all money, if any, shall be released to the person who provides sufficient proof of ownership of the adult news rack, without requiring the payment of an impound fee. No adult news rack shall be released because a final appealable decision was not rendered within sixty days of the filing of the action if the claimant of the adult news rack is responsible for extending the judicial determination beyond the allowable time limit.

d. The person who provides sufficient proof of ownership of the adult news rack may have the adult news rack, together with its contents and all money, if any, returned upon paying an impound fee of $25 or upon order of the municipal court, if any, that authorized the seizure of the adult news rack, or pursuant to the terms of item (iii) of this section. Should there be a dismissal of the action charging a violation of this section or an acquittal of the charges, the court ordering the dismissal or entering the acquittal may provide for the release of the adult news rack and its contents impounded or the return of an impound fee paid for the release of the adult news rack impounded pursuant to such charges.

e. All adult bookstores and adult motion picture theaters as defined in Chapter 14 that were lawful before the effective date of Ordinance 2002-37 and that violate any provision of this section shall have ninety days from the effective date of Ordinance 2002-37 within which to terminate the violation. If the violation is not terminated within ninety days, the adult bookstore or adult motion picture theater shall be subject to the penalties set forth below and, in addition, the city attorney may apply to the district court for an injunction to prohibit the offending adult bookstore or adult motion picture theater from operating its business until the violation is terminated.

V. Penalty

Notwithstanding any other provision of this section, a person who violates this section may be punished as follows:

a. By imprisonment in the county jail not to exceed 90 days;
b. By forfeiture of the adult news rack impounded pursuant to the provisions of IV above in this subsection, providing a reasonable value of the adult news rack does not exceed $300;
c. A fine not to exceed $300; or
d. A combination of imprisonment, forfeiture, and fine; provided that in no event shall a fine imposed, when added to the reasonable value of the impounded adult news rack that is forfeited, exceed the sum of $300.

VI. Licensing of Sexually Oriented Businesses

a. No sexually oriented business shall be operated or maintained in Santa Fe without first obtaining a license to operate issued by the city.
b. A license may be issued for only one sexually oriented business located at a fixed and certain place. A person who desires to operate more than one sexually oriented business must have a license for each business.
c. A license or interest in a license is not transferable to any other person.
d. A person desiring to secure a license shall make application to the city. A copy of the application shall be distributed promptly to the Santa Fe police department and to the applicant.
e. The application shall be on a form provided by the accounts receivable office. An applicant, which includes all partners or limited partners of a partnership applicant; all officers or directors of a corporate applicant; and all stockholders holding more than five percent of the stock of a corporate applicant; or any other person who is interested directly in the ownership or operation of the business, shall furnish the information requested on the accounts receivable office form, which shall include the following information under oath:
    1. Name and address, including all aliases;
    2. Written proof that the individual is at least eighteen years of age;
    3. Whether the applicant previously operated in this or any other county, city, or state under a sexually oriented business license or similar business license;
    4. Whether the applicant has ever had a sexually oriented business license suspended or revoked and the reason for such suspension or revocation and the business entity or trade name under which the applicant operated that was subject to the suspension or revocation;
    5. All convictions of criminal statutes, whether federal or state or City ordinance violations, forfeiture of bond and pleadings of nolo contendere on any charges except minor traffic violations;
    6. The address of the sexually oriented business to be operated by the applicant and a full description of the nature of the business; and

7. If the applicant is a corporation, the application shall specify the name of the corporation, the date and state of incorporation, the name and address of the registered agent and the name and address of all shareholders owning more than five percent of the stock in the corporation and all officers and directors of the corporation.

f. Within 21 days of receiving an application for a license, the accounts receivable office shall notify the applicant whether the license is granted or application denied.

g. If application is denied, the applicant shall be advised in writing of the reasons for the denial. If the applicant requests a hearing within 30 days of receipt of notification of denial, a public hearing shall be held in accordance with Section 14-2.1.B.5.IV, *Appeal.*

h. Failure or refusal of the applicant to give requested information or the giving by the applicant of false or misleading information relevant to the application constitutes an admission by the applicant that they are ineligible for a license and is grounds for denial of a license.

VII. Standards for Issuance of License

To receive a license to operate a sexually oriented business, an applicant must meet the following standards:

a. If the applicant is an individual:
   1. Must be at least 18 years of age;
   2. Shall not have been convicted of or pleaded nolo contendere to a felony or any crime involving moral turpitude, prostitution, obscenity, or other crime of a sexual nature in any jurisdiction within five years immediately preceding the date of the application;
   3. Shall not have been found to have previously violated this section within five years immediately preceding the date of the application and the municipal court shall provide disposition of all ordinance violations at the request of the accounts payable office.

b. If the applicant is a corporation:
   1. All officers, directors and stockholders required to be named under Section 14-5.3(G)(11)(VI)(f) shall be at least 18 years of age;
   2. No officer, director or stockholder required to be named under that subitem shall have been convicted of or pleaded nolo contendere to a felony or any crime involving moral turpitude, prostitution, obscenity, or other crime of a sexual nature in any jurisdiction within five years immediately preceding the date of the application; and
   3. No officer, director or stockholder required to be named under that subitem shall have been found to have previously violated this section within five years immediately preceding the date of this application.

c. If the applicant is a partnership, joint venture, or any other type of organization in which two or more persons have a financial interest:
   1. All persons having a financial interest in the partnership, joint venture, or other type of organization shall be at least 18 years of age;
   2. No person having a financial interest in the partnership, joint venture, or other type of organization shall have been convicted of or pleaded nolo contendere to a felony or any crime involving moral turpitude, prostitution, obscenity, or other crime of a sexual nature in any jurisdiction within five years immediately preceding the date of the application; and
   3. No person having a financial interest in the partnership, joint venture, or other type of organization shall have been found to have previously violated any provision of this section within five years immediately preceding the date of this application.

VIII. Display of License

The license shall be displayed in a conspicuous public place in the sexually oriented business.

IX. Renewal of License

a. Every license issued pursuant to this paragraph terminates at the expiration of one year from the date of issuance, unless sooner revoked, and must be renewed before operation is allowed in the following year.
b. An operator desiring to renew a license shall make application to the city. The application for renewal must be filed not later than 60 days before the license expires. A copy of the application for renewal shall be distributed promptly to the police department and to the operator.
c. The application for renewal shall be upon a form provided by the accounts receivable office and shall contain such information and data, given under oath or affirmation, as is required for an application for a new license.
d. A renewal fee shall be submitted with the application for renewal. In addition to the renewal fee, a late penalty shall be assessed against the applicant who files for a renewal less than 60 days before the license expires. If the application is denied, one-half of the renewal fee shall be returned.
e. If the police department is aware of any information bearing on the operator's qualifications, the department shall file that information in writing with the accounts receivable office.

X. Revocation of License

a. The governing body shall revoke a license for any of the following reasons:
    1. Discovery that false or misleading information or data was given on any application or material facts were omitted from an application;
    2. The operator or any employee of the operator, violated any provision of this section or any regulation adopted by the governing body pursuant to this section; provided, however, that in the case of a first offense by an operator where the conduct was solely that of an employee, the penalty shall not exceed a suspension of 30 days if the governing body finds that the operator had no actual or constructive knowledge of the violation and could not by the exercise of due diligence have had actual or constructive knowledge;
    3. The operator becomes ineligible to obtain a license;
    4. Any cost or fee required to be paid by this section is not paid; or
    5. Any intoxicating liquor or cereal malt beverage is illegally served or consumed on the premises of the sexually oriented business.
b. The governing body, before revoking or suspending a license, shall give the operator at least ten days written notice of the charges and the opportunity for a public hearing before the governing body, as provided in this subsection.
c. The transfer of a license or any interest in a license shall automatically and immediately revoke the license.

d. An operator whose license is revoked shall not be eligible to receive a license for one year from the date of revocation. No location or premises for which a license has been issued shall be used as a sexually oriented business for six months after the date of revocation of the license.

XI. Physical Layout of Sexually Oriented Businesses

A sexually oriented business that has available for customers, patrons, or members a booth, room, or cubicle for the private viewing of any adult entertainment must comply with the following requirements:

a. Access

Each booth, room, or cubicle shall be totally accessible to and from aisles and public areas of the sexually oriented establishment and shall be unobstructed by a door, lock or other control-type devices.

b. Construction

Every booth, room, or cubicle shall meet the following construction requirements:

1. Each booth, room, or cubicle shall be separated from adjacent booths, rooms, and cubicles and any nonpublic areas by a wall;
2. Have at least one side totally open to the public lighted aisle so that there is an unobstructed view at all times of any occupants;
3. All walls shall be solid and without any openings, extended from the floor to the height of not less than six feet and be light colored, nonabsorbent, smooth textured, and easily cleaned;
4. The floor must be light colored, nonabsorbent, smooth textured and easily cleaned;
5. The lighting level of each booth, room or cubicle, when not in use shall be a minimum of ten foot candles at all times, as measured at the floor.

c. Occupants

Only one person shall occupy a booth, room, or cubicle at any time. An occupant shall not engage in any type of sexual activity or cause any bodily discharge or litter while in the booth. A person shall not damage or deface any portion of the booth.

XII. Responsibilities of the Operator

a. The operator shall maintain a register of all employees, showing the name and aliases used by the employee, home address, age, birth date, sex, telephone numbers, social security number, date of employment and termination and duties of each employee. The information on each employee shall be maintained in the register on the premises for a period of three years following termination.
b. The operator shall make the register of employees available immediately for inspection by police upon demand of a member of the police department at all reasonable times.
c. Every act or omission by an employee constituting a violation of the provisions of this paragraph shall be deemed the act or omission of the operator if such act or omission occurs either with the authorization, knowledge, or approval of the operator or as a result of the operator's negligent failure to supervise the employee's conduct. The operator is punishable for an employee's act or omission in the same manner as if the operator committed the act or caused the omission.
d. Any act or omission of an employee constituting a violation of the provisions of this paragraph shall be deemed the act or omission of the operator for purposes of determining whether the operator's license shall be revoked, suspended, or renewed.
e. An employee of a sexually oriented business shall not allow any minor to loiter around or to frequent the sexually oriented business or to allow any minor to view the sexually oriented activities, performances, materials or other related matter or act as defined in the City Code.
f. The operator shall maintain the premises in a clean and sanitary manner at all times.
g. The operator shall maintain at least ten footcandles of light in the public portions of the establishment, including aisles, at all times.
h. The operator shall ensure compliance of the establishment and its patrons with the provisions of this paragraph.

XIII. Administrative Procedure

A person aggrieved by a final action of a city official, officer, or department may file an appeal contesting the final action of the city relating to denial, renewal, nonrenewal, revocation, or suspension of a license for a sexually oriented business pursuant to Section 14-2.1(H)(2), *Appeal.*

XIV. Exclusions

All accredited and duly licensed private schools and public schools in Santa Fe are exempt from obtaining a license pursuant to this paragraph when instructing pupils in sex education as part of their curriculum.

XV. Enforcement

The planning and land use department may enter any sexually oriented business at all reasonable times to inspect the premises and enforce this paragraph. If, during the inspection, circumstances indicate a violation of an ordinance or other law, the code enforcement officers shall report their findings to the police department for further investigation or other response as indicated.

H. Industrial Uses

1. Automobile Salvage or Wrecking Yard, or Junkyard

I. Front yards and yards adjoining residential districts shall have a minimum depth of 50 feet. The yards may be used for customer parking or for landscaping and shall not be used for storage or display.

II. Yards shall be enclosed by solid walls or solid fences at least six feet in height, with access only through solid gates that are kept closed when not in use.

III. No objects shall be stacked or stored higher than the height of the enclosing wall.

IV. All uses shall conform to performance standards as set forth in Section 10-4.

2. Storage

I. Outdoor Storage

a. The outdoor storage area shall be enclosed by solid walls at least six feet in height, with access only through solid gates that shall be kept closed when not in use.

b. No objects shall be stacked or stored higher than the height of the enclosing wall.

II. Self-storage

a. Individual Storage Units Within a Completely Enclosed Building

In the BIP district, self-storage is only permitted if individual units are contained completely within an enclosed building, and not directly accessible from outside a building. Such units are subject to the following limitations:

1. The operation of the storage area is compatible with other permitted uses existing in the vicinity;
2. The storage area shall not unreasonably interfere with permitted uses because of glare, traffic congestion or any similar nuisance; and
3. An individual storage unit shall not exceed two hundred square feet.

b. Individual Storage Units Directly Accessible from Outside a Building

Storage units that can be accessed directly from outside a building are subject to the following limitation:

1. A wall or fencing plan shall be submitted for staff review and approval prior to issuance of a construction permit. Walls or fences shall provide a visual buffer or screen and be constructed of opaque materials;
2. A landscape plan meeting all the requirements of Section 14-8.4, *Landscape and Site Design*, shall be submitted to the Land Use Director for approval prior to issuance of a construction permit;
3. The architecture shall be compatible with the zoning district as approved by the Land Use Director. One dwelling unit is allowed as part of the storage unit development and it must be architecturally compatible with the storage units. No portion of the storage units or the dwelling unit shall exceed one story in height;
4. Lighting shall comply with the standards described in Section 14-8.6, *Outdoor Lighting*;
5. Outdoor storage is prohibited on the site if the site is located within a C-2 district or the BCD.
6. Unless approved prior to July 25, 2007, mini-storage units shall also comply with the following:
   i. A building shall not be located less than 100 feet from a residentially zoned property unless the required landscaping buffer adjacent to the residentially zoned property is twice the otherwise required width; and
   ii. An eight-foot masonry wall, either stuccoed on the outside or made of decorative block, is required along any property line abutting a residentially zoned property.

III. Temporary Mobile Storage Unit

a. Applicability

1. On private property, a temporary mobile storage unit are limited to no more than eight feet in width, eight feet in height, and 16 feet in length and are permitted for no more than 30 days in a calendar year unless ownership of the property has changed, the property is being remodeled, or there is a change in occupancy of a rental unit on the site.
2. If site configuration or topography make placement of the mobile storage unit on the site impossible, the mobile storage unit may be placed in the right-of-way against the curb, the same as parking an automobile, and subject to the same time limits.

b. Standards

1. Parking

A temporary mobile storage unit shall not be placed in any parking space required for a nonresidential use on the site.

2. Location
   i. Placement of the temporary mobile storage unit shall not impede the sight visibility areas, as described in Section 14-3.5G.
   ii. A temporary mobile storage unit must be located a minimum of 100 feet from flammable or combustible liquid or fuel storage and dispensing structures.
3. Utilities
   i. No permanent water, sewer, electric, fuel, or phone facilities may be connected to the temporary mobile storage unit.
   ii. Any use of extension cords must be no longer than a maximum of 50 feet, including multiple cords. A maximum of two cords may be utilized.
   iii. Extension cords may not cross an area designated for vehicular traffic.
4. Signage
   No signage may be attached to the storage unit, other than the brand or manufacturer's pre-existing name or logo on the container.

3. Wholesale Operation

   In the C-2 and BCD districts, wholesale operation is limited in area to 3,000 square feet.

I. Utilities

1. Electric Facilities

   I. Purpose

      The purposes of this section are to:

a. Identify and, to the extent reasonable and practicable, reduce negative impacts on Santa Fe residents due to new and expanded electric facilities;
b. Ensure that electric service providers can continue to provide safe and reliable electric service that meets both the current and future needs of Santa Fe;
c. Promote planning and regulatory certainty;
d. Ensure the highest degree of coordination between the city, its residents and electric service providers to achieve the objectives of both the providers and the public;
e. Encourage thoughtful design of electric facilities through careful siting, landscaping, and architectural enhancements consistent with local, state, and federal requirements and recognize the need for an electric service provider to operate and maintain the electrical system safely;
f. Support the joint use of electric facilities and distribution facilities; and
g. Ensure compliance with Section 3-19-11 NMSA 1978 (Legal Status of Master Plan) and all other controlling regulatory requirements under state and federal law and such other laws and regulations that may be applicable.

II. Electric Facilities Plan

The Governing Body shall adopt an Electric Facilities Plan as an amendment to the General Plan by passage of a resolution.

III. Annual Informational Meeting for Proposed Electric Projects

Notwithstanding any other process contemplated by this section, an electric service provider shall provide a list of proposed electric projects and request an annual meeting for an informational presentation with the planning and land use director, the planning commission, the historic districts review board and the public works and utilities committee. The electric service provider, if requested, shall provide an informational briefing to the governing body.

IV. Applicability

a. This subsection applies to electric projects located within the city limits whether upon private or public lands; provided, however, that this subsection applies to electric projects on state and federal lands only to the extent of the City's jurisdiction or in accordance with any contractual understanding. Nothing in this section shall be deemed a waiver of the City's police power authority to seek redress against any person placing electric facilities in such a location or manner as to create a risk to public safety.

b. This subsection does not apply to the following:

1. The installation of distribution facilities consisting of three or fewer poles;
2. Electric facilities and distribution facilities in existence prior to October 29, 2008;
3. Emergency and temporary facilities or the emergency repair of electric facilities; and
4. The installation of any distribution underground system.

V. General Requirements

a. Aesthetics, Lighting, Signs, and Noise

Electric projects shall comply with all city ordinances and regulations with respect to materials, colors, textures, finish, screening, and landscaping, and the design of related structures, subject to applicable design codes and safety standards. All electric projects shall also comply with all lighting, signage and noise ordinances and regulations of the city.

b. Design Codes; Safety Standards

Design and operation of electric facilities is governed by the National Electrical Safety Code (NESC) as adopted by the state and other applicable national, state, and industry codes and guidelines.

c. Electric and Magnetic Fields (EMF)

Electric and magnetic fields shall be considered when locating transmission lines and distribution lines in accordance with the electric facilities plan.

d. Property Maintenance

All real property owned or leased by the electric service provider used for switching stations or substations shall be maintained, without expense to the city, to be safe, orderly, attractive and in conformity with all applicable city codes and regulations with respect to the removal of weeds, trash and graffiti.

e. Permits; Plans Required

Construction permits shall not be required for electric facilities and distribution facilities. For other uses, construction permits shall be required as set forth in the City Code.

f. Restoration of Improvements

Upon completion of an electric project, the electric service provider shall promptly repair any and all public and private property improvements, landscaping, fixtures, structures, and facilities damaged during the course of construction, restoring them to a condition not less than their condition before the start of construction or as agreed to by the affected property owner and the electric service provider.

g. Electric Facility Heights

Electric facilities shall meet applicable clearances specified in the National Electrical Safety Code (NESC). Transmission facilities are between 60 and 100 feet in height; distribution facilities are between 35 and 55 feet in height.

h. Airport

An electric project within the class D airspace surrounding the Santa Fe airport shall be built in conformity with all applicable FAA regulations. Any facilities requiring FAA submittal shall also be provided for informational purposes to the city.

i. Traffic Control Plan

A traffic control plan shall be submitted as required by Section 23-2.17, *Maintenance of Traffic and Pedestrian Flow*.

j. Switching Stations and Substations

1. Walls that protect and screen electric equipment shall be a maximum of 12 feet in height in the historic districts and 14 feet in height elsewhere. Walls over six feet high shall be set back no less than 15 feet from the property line. This paragraph takes precedence over other height limits set forth in Chapter 14.
2. In Historic districts walls shall be earth tone stucco and articulated so that there is a change in wall height of no less than eight inches at least every 25 linear feet of wall and there is a horizontal jog of at least one foot at least every 50 linear feet of wall. Walls shall be constructed so that no block seams are visible and nothing is placed on top of the wall. Gates shall be constructed as see-through wrought iron.
3. Lighting shall be used only when utility personnel are on site.

VI. Noncomplying Work

Upon order of the Planning and Land Use Director, all work that does not comply with the application requirements and specifications for the work or other requirements of this section shall be removed or made to comply within 30 days or sooner if the work poses an immediate threat to the health or safety of the community.

VII. Notification of Sale of Land

The City shall be notified when a parcel of land owned by the electric service provider becomes available for purchase.

VIII. Conformity Review

A conformity review as described in Section 14-2.1F.7, *Utility Conformity Review,* is required as described below in Application Requirements.

IX. Application Requirements

a. No Application Required

The following shall not require submittal of an application for review under this subsection; however, compliance with *General Requirements,* above, is required:

1. Station maintenance, including equipment replacement upgrade inside existing walls to a higher capacity, and maintenance or improvements to existing infrastructure such as painting over graffiti on walls or renewing landscaping;
2. The modification or addition of equipment, control units, or electric structures within a substation to the extent that there is no significant outside visual impact;
3. Use of substation property for temporary storage for less than one year of materials to the extent there is no outside visual impact;
4. Any line maintenance, including repair, modification, or replacement of poles with poles of similar height and appearance, such poles to be not more than ten feet taller than existing poles measured above ground height, and repair or replacement of components with a similar component such as guy wires and anchors, insulators and hardware on existing electric structures;
5. Reconductoring or reframing on existing electric structures or lines to the extent not inconsistent with provision 6 below;
6. Upgrade of line capacity that does not increase the total number of electric structures by ten percent added electric structures, or more than ten added feet of height, on any individual electric structure or any additional new conductor on the electric structures;
7. Installation of equipment, such as switches or splice boxes, and communications cables and appurtenances on existing electric structures or lines;
8. Erection and removal of temporary facilities;
9. Relocation of electric structures within 50 feet of current site to accommodate pole replacement for maintenance or to provide clearances for public improvements;
10. Retirement, topping, or removal of electric facilities;
11. Developer- or City-initiated projects that have received Planning Commission or other City approval; and
12. Temporary erection or removal of fencing or other improvements, for less than one year, so long as the fencing or other improvements comply with all other city requirements, regulations and permits.

b. Application for Administrative Approval
   1. The following require submittal of an application for administrative review and approval by the planning and land use director:
      i. Station Improvements
         Including relocation of non-electric-related infrastructure outside the wall, such as driveways or sidewalks and expansion of station size by expanding walls or fences at existing sites; and

ii. Relocation of Electric Structures

Relocation of electric structures within 50 feet of the current site, other than those to accommodate pole replacement for maintenance or to provide clearance for public improvements.

iii. Exception

When requests for station improvements or relocation of electric structure are for improvements or relocations in the escarpment overlay district or a Highway Corridor Protection District, they require approval by the Planning Commission. See §14-2.1F.7, *Utility Conformity Review.*

2. Administrative review and decision shall be made in a timely fashion, and, if not made within 30 days of the date a complete application was submitted, the electric service provider will be provided with written notification explaining why delay continues and expected time frame for decision.
3. The planning and land use director shall review and approve applications if the proposed use complies with all relevant city ordinances and regulations; provided, however, the Planning and Land Use Director may choose not to make a decision on an application and refer the application to the planning commission for review upon notice to the electric service provider.

c. Application for Planning Commission and/or Governing Body Approval
1. All electric projects not eligible under provisions a or b above in this section, except transmission facilities, shall require submittal of an application for review and approval by the Planning Commission.
2. Transmission facilities not exempt under provisions a or b above in this subsection shall require submittal of an application for review and recommendation by the Planning Commission for approval by the Governing Body.
3. The planning commission shall consider the siting policies of the electric facility plan as it may be amended and grant approvals with such conditions as appropriate under Chapter 14 or deny approvals when electric projects are not harmonious with and adaptable to buildings, structures, and uses of properties underlying or adjacent to the electric project and other properties in the vicinity of the electric project, and shall specify such requirements for ingress and egress to public streets and provisions for drainage and screening as the planning commission deems necessary for the electric project to achieve conformity with the purposes of this section and the general plan.
4. Pursuant to Section 3-19-11 NMSA 1978, if the planning commission denies an application for which it has approval authority, it shall state its reasons to the governing body. The governing body may overrule the planning commission and approve the application by a two-thirds' vote of all its members.

d. Historic District Review Board Review and Approval
Except for electric projects that do not require an application as described above in provision a, electric projects that are located within a historic district shall require Historic Districts Review Board approval. Additional restrictions are set forth in Section 14-5.3I.1.V.j, *Switching Stations and Substations.*

X. Application Submittal Requirements

a. General Requirement

All applications submitted to the planning and land use director shall be in writing. If an application is determined to be incomplete, the Planning and Land Use Director shall provide notice, within ten business days of the date the application is submitted, to the electric service provider along with an explanation of the application's deficiencies. Electronic submittals will be considered on a case-by-case basis, subject to security requirements.

b. Transmission Line Facilities

The following information shall be submitted:

1. Purpose and need for the electric project;
2. Analysis of conformity with the General Plan and the electric facilities plan, as amended, or successor plans, and relevant guiding policies;
3. Description of the proposed action and alternative corridors examined;
4. Constraints and opportunities associated with each alternative corridor;
5. Electric project location map and aerial photograph;
6. Details of typical electric structures, including height diameter and phase spacing;
7. Electric project "in service date" and estimated construction start date;
8. Proposed action cost;
9. Within 200 feet along the proposed corridor:
    i. Existing and proposed land uses and existing zoning along the corridor;
    ii. Location of existing watercourses, drainage channels and water bodies;
    iii. Location of existing and proposed streets and roads;
    iv. Topography, natural features, slopes, floodplains and cultural resources;
    v. Visual considerations and general appearance, including visual simulations;
    vi. Existing and proposed electric project utility easements, including location and width;
    vii. Whether and to what extent rights-of-way will be used; and
    viii. Other environmental considerations that may be relevant to the electric project such as information on airport control zones and flood hazard zones.
10. Discussion of the public input processes used;
11. Electric and magnetic field profiles;
12. Landscape restoration plan;
13. Feasibility and estimated cost of an underground option, if requested by the Land Use Director; and
14. A list of all known and related approvals required to complete the electric project, regardless of the jurisdiction requiring approval.

c. Distribution Line Facilities

The following information shall be submitted:

1. Purpose and need for the electric project;
2. Statement of conformity with the General Plan and the electric facility plan, as amended, or successor plans, and relevant guiding policies;
3. Description of the proposed action;
4. Constraints and opportunities;
5. Electric project location map and aerial photograph;
6. Details of typical electric structures, including height, diameter and configuration;
7. Electric project "in service date" and estimated construction start date;
8. Proposed action cost;
9. Within 50 feet along the proposed corridor:
   i. Land uses along the corridor; and
   ii. Whether and to what extent rights-of-way will be used.
10. Discussion of the public input processes used;
11. Landscape restoration, if applicable; and
12. Feasibility and estimated cost of an underground option, if requested by the Land Use Director.

d. Switching Stations and Substations

The following information shall be submitted:

1. Purpose and need for the electric project;
2. Analysis of conformity with the General Plan and the electric facilities plan, as amended, or successor plans, relevant guiding policies;
3. Description of the proposed action and alternative station sites examined;
4. Constraints and opportunities associated with each alternative;
5. Electric project location map and aerial photograph with property plat;
6. Evidence of property control or intent to purchase the property;
7. Electric project "in service date" and estimated construction start date;
8. Within a 200 foot radius from property line to include:
   i. Existing and proposed land uses and existing zoning;
   ii. Location of existing watercourses, drainage channels and water bodies;
   iii. Location of existing and proposed streets and roads;
   iv. Topography, natural features, slopes, floodplains and cultural resources;
   v. Visual considerations and general appearance, including visual simulations; and
   vi. Other environmental considerations that may be relevant to the electric project such as information on airport control zones and flood hazard zones.
9. Proposed electric facilities and site design to include a site plan; elevation drawings, including fencing and walls; outdoor lighting; signs; vehicular access; parking; revegetation; and landscape plan and terrain management plan, if applicable;
10. Discussion of the public input processes used; and
11. A list of all known and related approvals required to complete the electric project, regardless of the jurisdiction requiring approval.

XI. Fees

Applications shall be accompanied by a non-refundable fee as established by resolution of the governing body.

XII. Waivers

When requesting waivers, the electric service provider shall comply with Section 14-2.1(H)(1)(V), *Waivers for Utilities,* as well as the notice provisions of subsections 14-2.1(B)(1)II and (B)(4)(II).

XIII. Appeals

Appeals shall be made in accordance with Section 14-2.1(B)(5)(IV), *Appeals.*

2. Underground Electric and Cable Utility Lines

I. Purpose

a. The Governing Body recognizes that it is in the best interest of the health, safety and welfare of all citizens of Santa Fe that the city immediately takes the steps necessary to adopt policies that conserve open skies and improve public accessibility along city sidewalks and rights-of-way.

b. The Governing Body recognizes that overhead electric and cable utility lines and associated in-ground poles and structures adversely affect the open skies and may impede public accessibility along City sidewalks and rights-of-way.

c. The Governing Body recognizes that as a planning and land use matter, overhead electric and cable utility lines detract from orderly and modern planning models.

d. Underground electric and cable utility lines have the least environmental impact for any neighborhood.

II. Applicability

This section applies to electric and cable utility lines, that are collectively referred to as utility lines. This section applies to electric lines of less than 46 kilovolts unless otherwise specified.

III. New Utility Lines

All new utility lines shall be placed underground except as provided in subsection IV, *Utility Provider Accounting,* or with approval of a Governing Body waiver, as described in Section 14-2.1(H)(1)(V).

a. The developer of a project subject to Chapter 14 shall be responsible for the undergrounding of the utilities needed to serve the project.
b. The utility provider is responsible for the undergrounding of all other utilities pursuant to subsection IV, *Utility Provider Accounting.*

IV. Utility Provider Accounting
a. Prior to initiating the underground utility project, the utility provider shall present an accounting to the Governing Body regarding:
1. The difference in cost for the undergrounding compared to above ground; and
2. What is the anticipated additional monthly cost to city customers based on customer classification.
b. The Governing Body may:
1. Direct the utility provider to seek approval of the New Mexico public regulation commission for an additional fee to be paid by all City customers to cover the cost of undergrounding;
2. Allocate City funds to cover the cost or partial cost of undergrounding. Possible funding sources include general funds, capital improvement program funds, special assessment districts, project improvement districts, state legislative appropriations, grand money, bond revenues, utility franchise revenues or other appropriate funding; or
3. Authorize the utility lines to be above ground.
c. In making its decision, the Governing Body shall consider the same criteria as set forth in Section 14-5.3(I)(1)(IV).
d. This paragraph does not apply to undergrounding required of the developer set forth in this subsection.

V. Existing Utility Lines
The Governing Body shall initiate a process to:
a. Identify and prioritize those areas of the city that are most in need of placing existing utility lines underground in keeping with the purpose set forth in Section 14-5.3(I)(1)(I); and
b. Identify appropriate funding sources from city and non-city sources for such projects.

VI. Undergrounding for Public Health and Safety
The Governing Body shall consider an ordinance establishing a hearing process and the standards for when the Governing Body may order the undergrounding of existing, new, or replacement utility lines of any voltage due to public health and safety reasons. Such determination shall be considered by the public regulation commission in approving a statewide rate increase.

VII. Administrative Procedures

To the extent necessary to carry out the provisions of this subsection, the Governing Body may adopt administrative procedures and policies by resolution.

VIII. Enforceability

To the greatest extent possible, the provisions of this subsection shall be construed in a manner most consistent with any and all valid and enforceable franchise agreements executed by and between various entities and the city.

IX. Public or Private Utilities

a. The following standards shall be as required by the Board of Adjustment:
    1. Lot area;
    2. Screening against light, fumes, noise or unsightliness;
    3. Protection against unattractive nuisance characteristics; and
    4. Protection against interference with radio and television reception.
b. Telecommunication facilities are subject to Section 14-5.3(I)(3).
c. Electric facilities are subject to Section 14-5.3(I)(1).

X. Fees

Applications shall be accompanied by a non-refundable fee as established by resolution of the Governing Body.

XI. Waivers

When requesting waivers, the electric service provider shall comply with Section 14-2.1(H)(1)(V), *Waivers for Utilities,* as well as the notice provisions of subsection 14-2.1(B)(1)(II) and (B)(4)II.

XII. Appeals

Appeals shall be made in accordance with Section 14-2.1B.5.IV, *Appeals.*

3. Telecommunication Facilities

I. Purpose

The purposes of this section are to:

a. Comply with the Federal Telecommunications Act of 1996, and all other applicable state and federal laws and regulations regarding the provision of telecommunications services;
b. Establish regulations that do not discriminate among telecommunications providers;
c. Promote regulatory certainty;
d. Minimize adverse land use impacts of towers and antennas by:
    1. Encouraging the location of towers in nonresidential districts in order to preserve the character of Santa Fe neighborhoods;
    2. Requiring collocation of antennas, minimizing new tower sites, and encouraging the use of minimally visually intrusive technology to the maximum extent technically feasible; and
    3. Requiring careful design, siting, landscape screening and innovative camouflaging techniques, including tower alternatives, consistent with applicable state and federal requirements, including FAA requirements; and
e. Enhance the ability of telecommunications providers to provide telecommunication services to the community quickly, effectively and efficiently.

II. Applicability
a. This section applies to all towers and antennas located within the city's jurisdiction, whether upon private or public lands, except as provided in provision b below.
b. Except as otherwise noted, this subsection shall not apply to the following:
    1. Towers and antennas located within the city's public rights-of-way for which a franchise agreement is required pursuant to Article 27-2;
    2. Towers and antennas located on state or federal land, except to the extent the City has jurisdiction over the same by law or by contract;
    3. Towers under 70 feet in height used for receive-only antennas that are owned and operated by a federally licensed amateur radio station operator or otherwise used exclusively for receive-only antennas;
    4. Towers or antennas existing prior to March 25, 1998, or for which a construction permit had been issued prior to March 25, 1998, but only to the extent of permits issued prior to June 11, 2011;
    5. Towers or antennas constructed or installed on city-owned property pursuant to a lease with the city approved by the governing body prior to June 11, 2011, but only to the extent of permits issued prior to June 11, 2011;
    6. Towers and antennas used exclusively for emergency services, including police and fire, and operation of the city water utility;

7. Antennas and other over-the-air receiving devices for the reception of video images that do not exceed one meter in diagonal length or diameter or are designed to receive television broadcast signals only; provided that any such antenna located in a historic district or on residentially zoned property shall, to the maximum extent technically feasible without requiring new or additional construction, be screened from the view of adjacent properties and public rights-of-way unless the screening would create a greater visual impact than the unscreened antenna. Screening may include existing parapets, walls, or similar architectural elements if they are painted and texturized to integrate with the architecture of the building or other structure or landscaping; or
8. Maintenance, repair and replacement of existing telecommunications facilities to the extent that there is no significant adverse visual impact and maintenance or improvements to existing infrastructure such as painting over graffiti on walls or renewing landscaping.

c. Notwithstanding the applicability of this section, all telecommunications facilities are subject to the requirements of Chapter 7 SFCC 1987.

III. General Requirements

All towers and antennas, whether administratively approved or requiring land use board approval, shall comply with all applicable city codes and with the following:

a. Zoning Districts; Location

Telecommunications facilities are permitted in all zoning districts in accordance with the requirements of this section. However, to the maximum extent technically feasible, telecommunications facilities shall be sited:

1. On existing structures;
2. In nonresidential districts; and
3. In C-2, I-1, and I-2 districts.

b. Maximum Height

1. Telecommunications facilities located on existing structures shall not exceed the height of the structure upon which the facility is located unless otherwise allowed under this section.
2. Telecommunications facilities located on new structures shall not exceed the maximum height for buildings otherwise allowed as set forth in Chapter 14 with the exception that in C-2, I-1, and I-2 districts the height limit of telecommunications facilities shall be 100 feet.

c. Aesthetic Requirements

Subject to applicable federal standards and design and safety codes, the following criteria must be met:

1. Wireline telecommunications facilities shall be installed underground to the maximum extent technically feasible;
2. If above ground, the telecommunications facilities shall be designed, installed and maintained in such a manner as to minimize the visual impact upon adjacent lands, public rights-of-way, and residentially zoned property. Acceptable methods to minimize visual impact include concealment, screening, camouflaging, color, materials, texture, shape, size, and location;
3. Consideration shall be given to minimize disruption to or alteration of natural landforms and landscape; and
4. Permanent lighting of telecommunications facilities shall not be allowed unless there is no alternative available to comply with federal law, in which case all proposed lighting shall be shown in the application. Permanent lighting shall not include equipment status indicator lights exceeding 15 watts of power.

d. Archaeological Requirements

Compliance with Section 14-4.2, *Archeological Review Districts,* is required.

e. Signs

Signs are not allowed unless required for safety reasons or otherwise in compliance with federal, state, or local law, or unless permitted by the city.

f. Telecommunications Facilities Maintenance

All telecommunications facilities shall be maintained to be safe, orderly, attractive and in conformity with all applicable federal, state and city laws, ordinances, regulations, and codes. Weeds, trash, and graffiti shall be promptly removed. All lockable telecommunications facilities shall be kept locked when not being actively serviced. All non-lockable telecommunications facilities shall be kept closed when not being actively serviced. All telecommunications facilities shall be kept free of graffiti.

g. Noise

All telecommunications facilities shall be designed, constructed, and installed in such a manner as to minimize noise to the maximum extent feasible, but in no event shall noise exceed the standards set forth in Article 1-13.

h. Restoration of Improvements

Promptly upon completion of a tower or antenna construction, all public and private property improvements, landscaping, fixtures, structures and facilities damaged in the course of construction shall be restored to a condition not less than its condition before commencement of construction or as otherwise agreed to by the applicant.

i. Airport

Telecommunications facilities within the Class D airspace surrounding the Santa Fe airport shall be constructed in conformity with all applicable FAA

regulations. A copy of any submittals required to be made to the FAA shall be provided to the city's airport manager at the time the submittal is made to the FAA.

j. Tower Setbacks and Separation Distances Between Towers
All towers shall be set back a distance equal to at least one hundred percent of the height of the tower from any adjoining lot line, measured from the base of the tower. A tower shall not be sited closer than 1,000 linear feet to another tower, measured from the base of the towers, unless co-location on the existing tower is not technically feasible or would have a significant adverse visual impact.

k. Certification
On or before one year after the date of any final action approving an application and annually thereafter, the applicant shall provide to the Land Use Director the certification of qualified independent parties that based on an inspection of the approved telecommunications facilities their structural integrity remains intact and they remain in compliance with the radio frequency exposure limits set out in 47 C.F.R. 1.1310.

IV. Removal of Abandoned Towers and Antennas
This subsection applies to all towers and antennas regardless of the date of construction.

a. An antenna or tower that is not used for the provision of telecommunication services for a continuous period of six months shall be deemed to be abandoned, and the owner of the antenna or tower shall remove it within 90 days of receipt of notice from the City notifying the owner of the telecommunications facility and the owner of the property upon which the telecommunications facility is located.

b. Failure to remove an abandoned tower or antenna within 90 days of receipt of notice shall be grounds for the City to remove it at the expense of both the owner of the telecommunications facility and the owner of the property upon which the telecommunications facility is located. The City may file a lien on the property where the telecommunications facility is located for the expenses incurred by the City, including the costs associated with filing the lien.

V. Review and Decision Timelines; Shot Clock

a. Table 5-2 shows the maximum allowed time for review and approval of different wireless facility requests.

b. The shot clock associated with the review timeframes below begins from the time an application for wireless facilities is submitted to the city.

Table 5-2: WCF Request Review and Decision Timeline

1.	Collocation, Eligible Facilities Request (EFR)	30 days
2.	Small cell on an existing structure & EFR "deemed granted"	60 days
3.	Collocation or modification to existing wireless that does not meet EFR & small cell on a new structure, i.e. new pole	90 days
4.	Installation of new facility where none currently exists	150 days

c. If an application is determined to be incomplete, the Planning and Land Use Director shall provide written notice to the applicant no later than 10 days after the submittal date of missing and incomplete items. This notice resets the shot clock. The shot clock begins again upon resubmittal of an updated application.

VI. Administrative Approval

a. The following requests are subject to administrative review and approval: collocation, eligible facilities requests (EFRs), small cell on existing structure, non-EFR modification or collocation on existing structure, and small cell on new structure. These are entries 1-3 in Table 5-2.

b. Administrative approval as set forth in this section is separate from and required prior to the submittal of a required construction permit application.

c. Applications for administrative approval shall comply with the submittal requirements of Section 14-5.3(I)(3)(X).

VII. Planning Commission Review Required

a. A tower or antenna that is not otherwise permitted or administratively approved shall be reviewed and approved by the planning commission on an expedited basis for compliance with this section and all applicable city codes.

b. Final review and approval or denial of an application to install a new wireless facility structure shall be completed within 150 days, unless the applicant agrees in writing to extend the review and approval time frame.

c. In approving an application, the Planning Commission shall determine that:

1. The application complies with this section; and
2. The proposed telecommunications facilities are necessary to close a demonstrated significant gap in service coverage of the applicant based on actual signal strength data for the area where the gap is claimed and for the type of gap claimed.

VIII. Historic Districts Board Review Required

a. A tower or antenna that is located in a historic district that is not otherwise permitted or administratively approved shall be reviewed and approved by the Historic Districts Review Board on an expedited basis in accordance with applicable requirements of this section and Section 14-4.6, *Historic Districts*.

b. Final review and approval or denial of an application to install a new wireless facility structure shall be completed within 150 days, unless the applicant agrees in writing to extend the review and approval time frame.

c. In approving an application, the Historic Districts Review Board shall determine that:
   1. The application complies with applicable requirements of Section 14-4.6, *Historic Districts,* and this section; and
   2. The applicant has demonstrated that no other less intrusive means or alternative to the proposed telecommunications facilities siting is practicable.

IX. Standards for All Review Bodies
   a. The city may not regulate the placement of telecommunications facilities on the basis of the environmental effects of radio frequency emissions where such telecommunications facilities comply with 47 C.F.R. 1.1310 et seq.
   b. The city may place conditions upon its approval of an application, but the conditions shall not prohibit or have the effect of prohibiting the provision of telecommunication services.
   c. A decision to deny a request to place, construct, or modify personal wireless service facilities shall be in writing, and supported by evidence demonstrating the basis for the decision contained in the written record.

X. Application Submittal Requirements
   a. All applications shall be in writing in a form prescribed and as necessary updated by the Planning and Land Use Director. If an application is determined to be incomplete, the Planning and Land Use Director shall provide written notice to the applicant no later than 10 days after the submittal date of missing and incomplete items. Applicants submitting for Planning Commission approval may, but need not, include telecommunications facilities located outside the public rights-of-way in that submittal.
   b. All applications for telecommunications facilities shall include the following:
      1. An application letter describing the proposed telecommunications facilities and signed by an authorized representative of the applicant with knowledge of its contents and attesting to its truth and completeness;
      2. A scaled site plan clearly indicating the location, type and height of the telecommunications facilities; on-site land uses and zoning; adjacent land uses and zoning, including when adjacent to other jurisdictions; adjacent roadways; proposed means of access; setbacks from property lines; elevation drawings of the proposed telecommunications facilities and any other structures, equipment cabinets, topography and parking; and other information deemed by the Planning and Land Use Director to be necessary to assess compliance with this section;

3. The setback distance between the proposed telecommunications facilities and an adjacent residentially zoned property or BCD zoned property;
4. A map and corresponding inventory of telecommunications facilities owned or operated by the applicant within the city's jurisdiction and within three miles of the city's jurisdiction, including the location, height, and design type of each antenna and tower as follows:
   i. Proposed telecommunications facilities for which an approval is being sought;
   ii. Existing telecommunications facilities;
   iii. Approved but not yet constructed telecommunications facilities; and
   iv. Additional telecommunications facilities proposed in the 12 months immediately following the application submittal date.
5. A radio frequency (RF) coverage map showing the level of existing RF coverage and RF coverage after construction of the proposed telecommunications facilities;
6. A search ring map illustrating the area within which the applicant explored for potential telecommunications facilities sites;
7. An analysis assessing the feasibility of alternative sites to the one proposed, including the potential for co-location, in the vicinity of the proposed site, including an explanation of why other sites were not selected for siting;
8. An analysis assessing the feasibility of alternative antenna configurations, both at the proposed site and in the surrounding vicinity, that might result in less visual impact, including an explanation of why other antenna configurations were not selected;
9. Technical information supporting the proposed height of the proposed antenna mount;
10. Written and notarized certifications by the applicant as follows:
   i. That co-location, to the maximum extent technically feasible and upon commercially reasonable terms, will be allowed on a non-discriminatory basis if the application is approved, or an explanation of why collocation is not technically feasible;
   ii. To the extent that the proposed telecommunications facilities are located in the historic, escarpment, or south central highway corridor overlay districts or do not comply with the priorities set forth in Section 14-5.3(I)(3)(III)(a), that the applicant has investigated alternative siting and that no other practicable alternative exists;

iii. That the proposed telecommunications facilities comply with all applicable federal, state, and local requirements, including without limitation radio frequency radiation exposure limits set out in 47 C.F.R. 1.1310, building codes, and all other safety standards; national historic preservation act requirements for the siting of facilities that are listed or are eligible for listing in the national register of historic places; and all franchises, leases, and other contracts, if any, for the use of real property required by any regulatory body with jurisdiction, for the construction or operation of telecommunications facilities in the city have been obtained;

iv. That the proposed telecommunications facilities are necessary to close a defined and significant gap in service coverage based on actual signal strength data for the area where the gap is claimed and for the type of gap claimed and that the proposed facilities are the least intrusive method to do so;

v. That the applicant will remove the proposed telecommunications facilities if required to pursuant to Section 14-5.3(I)(3)(IV) and that if the applicant fails to do so, the city may remove the facilities at the applicant's expense and that expense, if unpaid upon demand, shall constitute a lien upon the property where such facilities are located. In the event that the applicant is not the owner of the facilities and property, the applicant shall provide certification to this effect by the owner of the facilities and the property; and

vi. That the proposed telecommunications facility will be completed and will be used to provide telecommunication services within one hundred eighty days of the date the application is finally approved, or, if a construction permit is required, the date the construction permit is issued;

11. A traffic control plan if required by Section 23-2.17;
12. Construction drawings sealed by a professional engineer;
13. Written acknowledgment by the applicant that the application and related submittals constitute a public record under the New Mexico Inspection of Public Records Act and are required to be made available to members of the public for inspection upon request in accordance with city practice; and
14. Such other information as may reasonably be required by the Planning and Land Use Director.

XI. Fees

Application shall be accompanied by a non-refundable fee as established by resolution of the Governing Body.

XII. Waivers

When requesting waivers, the electric service provider shall comply with Section 14-2.1(H)(1)(V), *Waivers for Utilities,* as well as the notice provisions of Subsections 14-2.1(B)(1)(II) and (B)(4)(II).

XIII. Notice

a. Administrative Approvals

Applications for administrative approvals shall comply with the following notice requirements:

1. Within 24 hours of submitting an application to the Planning and Land Use Director, the applicant shall provide notification by first class mail, with a certificate of mailing provided by the U.S. post office, and submit proof of the mailing to the Planning and Land Use Director. The mailed notice shall be sent to all property owners and addresses within 200 feet of the proposed site, exclusive of right-of-way, and to any neighborhood association listed with the Planning and Land Use Director, if the proposed site lies within the boundaries of that neighborhood association;
2. Within 24 hours of submitting an application to the Planning and Land Use Director, the applicant shall post at the proposed tower or antenna site a public notice poster provided for that purpose by the Planning and Land Use Director. The notice shall be prominently displayed, visible from a public street. The applicant shall make all practicable efforts to ensure that the poster remains in place until the appeal period as set forth in Section 14-2.1(H)(2), *Appeal* has expired;
3. The notification and poster shall describe generally the telecommunications facilities proposed for the site and identify the applicant, the nature of the application, the proposed tower or antenna site and the contact phone number of the Planning and Land Use Department.

b. Early Neighborhood Notification

Applications for review by the Planning Commission shall comply with the early neighborhood notification procedures set forth in Section 14-2.1(B)(1)(II).

c. Public Hearings

Notice of public hearings shall comply with Section 14-2.1(B)(4)(II).

XIV. Appeals

Appeals shall be made in accordance with Section 14-2.1B.5.IV, *Appeals.*

XV. Enforcement

The Planning and Land Use Director has the authority to interpret this section in accordance with its purposes and shall administer and enforce its provisions.

Article 14-6 Infrastructure Design, Improvement, and Dedication Standards

14-6.1 Purpose

The sections of this article are intended to ensure that:

A. Infrastructure is constructed in accordance with applicable provisions of Chapter 14;

B. Infrastructure is constructed in a manner that is consistent with applicable provisions of adopted policies, including the General Plan;

C. Improvements to City infrastructure that are necessary to directly serve specific new development projects are coordinated with the occurrence of that development; and

D. The provision of infrastructure that directly serves specific new development projects is coordinated with the provision of facilities needed to remedy existing deficiencies and with the provision of facilities that are subject to impact fees as provided in Section 14-7.9, *Impact Fees.*

14-6.2 Applicability

All developments approved pursuant to the provisions of Chapter 14 must dedicate land and easements and must construct, or provide funding for the City to construct, the public and quasi-public infrastructure improvements required by Chapter 14 to address effects on existing and new infrastructure that serves the new development, including:

A. Fire hydrants, fire lanes, emergency access roads and access gates as required by Chapter 12, *Fire Prevention and Protection;*

B. Streets, curbs, gutters, sidewalks, signage, striping, traffic control devices, and street lighting consistent with the standards in this article and Chapter 23, *Streets, Sidewalks and Public Places*;

C. Grading and retaining walls within the right-of-way and adjacent to the right-of-way;

D. Fences, walls, and landscaping required for screening facilities from public view as required by Section 14-8.5, *Walls and Fences*, and Section 14-8.4, *Landscape and Site Design;*

E. Solid waste enclosures required by Chapter 21, Section 21-4, *Refuse Collection*;

F. Landscaping, irrigation, and other improvements to common open space required by Section 14-7.4, *Open Space,* and Section 14-8.4, *Landscape and Site Design;*

G. Drainage or other facilities necessary to comply with Section 14-8.2, *Terrain and Stormwater Management,* and Section 14-8.3, *Flood Regulations,* and Chapter 13, *Stormwater Utility*;

H. Connections to and extensions of sewer mains as provided in Chapter 22, *Sewers;*

I. Connections to and extensions of water mains as provided in Chapter 25, *Water;*

J. Parks, trails and other facilities required by Section 14-6.3, Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities;

K. Other required utilities, including natural gas and electricity; and

L. Other improvements determined to be necessary in accordance with written policies of the Planning and Land Use Director.

14-6.3 Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities

A. Purpose

The purpose of this section is to secure and promote the best interest of the City and its citizens through adequate provision of parks, open space, trails, and recreation facilities, and to ensure adequate maintenance of those parks, open space, trails, and recreation facilities. The regulations of this section provide standards for the dedication of land or easements to the City to assist in implementing the City's Parks, Open Space, Trails and Recreation Master Plan.

B. Applicability

1. Except as limited in provision 3 below in this subsection, this section applies to applications for subdivision or applications for development approvals that create new residential lots or dwelling units, submitted after the effective date of this section.
2. Developments that are part of an annexation plat, master plan, or similar document that dedicated park land in compliance with this section are not required to comply at time of individual subdivision or plan approval.
3. Public, nonmotorized trail dedication requirements set forth in Section 14-6.3(F) below shall apply only to all subdivision plats and development plans.

C. General Standards

These regulations provide standards based on the average number of persons per housing unit according to Census 2020, which is two persons per unit for Santa Fe.

1. Land for parks, open space, and trails shall be dedicated at the following rate:
   I. Neighborhood Parks
      Three acres per 1,000 persons, or per 500 housing units.
   II. Regional and Community Parks, Open Space, and Trails
      Twelve acres per 1,000 persons, or per 500 housing units.
      Twenty-four one-thousandths acres per new housing unit.

2. For usable park land, park dedication should result in a park area of no less than one acre.
3. Land or easements dedicated for public, nonmotorized trails may be used to satisfy the requirement for dedication of regional parks as described in provision II. above, and to establish an interconnected regional transportation system.

D. Land Dedication Requirements

1. A master plan, development plan, or subdivision proposing 167 or more single-family residential lots shall dedicate park land to the City according to the requirements set out in this subsection.
2. For any other development proposing dwelling units, the City shall require land to be dedicated for either neighborhood parks or regional parks or both, unless the amount of land or type of land is not suitable for public parks, open space, or recreation facilities. Where the City determines that no land is suitable for dedication as park land, then it shall collect park impact fees according to Section 14-7.9, *Impact Fees.*
3. Where land is to be dedicated to the City for parks, open space, and recreation facilities, the amount of land dedicated shall be calculated as follows:
   I. Neighborhood Parks
      Six one-thousandths of an acre per new housing unit; and
   II. Regional and Community Parks, Open Space, and Trails
      Twenty-four one-thousandths of an acre per new housing unit.
4. The City shall determine the location of land to be dedicated as set forth in the Parks, Open Space, Trails and Recreation Master Plan, as well as the type, size, and dimensions of land dedicated.
5. Land dedicated shall be suitable for public use, including community, neighborhood, special use, and pocket parks; open space; recreation facilities for passive and active recreation and sports, playgrounds, and paved and unpaved trails. The City shall determine the suitability of any land proposed for dedication as park land.
6. Land to be dedicated shall be specified at the time of final subdivision plat or final development plan approval. The specific category of park impact fees to be waived when the construction permit is issued shall be clearly written on the plat or plan.

E. Responsibility for Park Development

The developer shall be responsible for the construction, improvement, and development of all neighborhood and regional park land dedicated to the City. The park land shall be developed in accordance with the City's minimum landscaping and equipment standards, including playgrounds, ball courts, sports fields, paved and unpaved trails, benches, and picnic tables, for each type of park created.

F. Public Trail Dedication Requirements

1. Dedications to the City for public trails are required wherever an adopted plan shows a public trail within or along the property line of a parcel to which this section applies.
   I. Public trails shown on an adopted plan include those indicated on the General Plan, the Parks, Open Space, Trails and Recreation Master Plan, the Metropolitan Bicycle Master Plan; trails shown on master plans and development plans adopted for specific areas of the City, and other plans duly adopted by the City.
   II. Determination of whether the dedication is by easement or by dedication of fee simple land is made by the City at the time of dedication.
   III. Dedication may be required to provide access from new developments to existing or proposed parks, trails, public open spaces, and roads.
   IV. The City may, at its discretion, also require trail dedication where it can be demonstrated that public trail use has occurred continuously for a period of ten years or more, as demonstrated by City staff through aerial photography, which may be supplemented by written testimony from affected parties.
2. Staff shall determine the width of the required dedication based on the type of trail, existing topography, and current City standards. The alignment of the trail may be modified by staff from that shown in an adopted plan to accommodate preservation of natural resources, address drainage and topography, improve public access, or accommodate design goals of the property owner, as long as the connections between public rights-of-ways, open space, or parks shown on the adopted plan are accomplished.
3. The dedication for the trail shall be shown on the subdivision plat or final development plan. If the area dedicated for a trail is in partial fulfillment toward the regional park land dedication requirements, the City at its discretion may prorate the fee that would ordinarily be required.

G. Responsibility for Trail Development

1. The developer is responsible for the design and construction of the trail in accordance with the City's non-motorized multiuse trail standards or other applicable standards for specialized trails, as determined by the Public Works Director. Inspection and acceptance by the City is required for all public trail improvements.
2. The City is responsible for maintenance of public trails located on land dedicated to the City. Trails within dedicated easements may be maintained by the City, the property owner, or an owners' association as determined at the time of dedication.

14-6.4 Infrastructure Dedication, Completion, and Guarantees

A. Dedication of Rights-of-Way and Easements

1. On-site and off-site rights-of-way and easements required for public and quasi-public infrastructure shall be dedicated before or concurrently with recording a subdivision plat, filing a development plan, or issuance of a construction permit for any development that does not require a development plan or subdivision plat.
2. All quasi-public infrastructure and land designated for ownership in undivided interest, such as private roads and drainage facilities and common open space, must be dedicated to and perpetually maintained by an owners' association or similar legal entity. An article of incorporation and bylaws for the owners' association along with a declaration of restrictions and covenants must be submitted for review and approval by the City attorney.

B. Infrastructure Completion or Agreement to Construct Improvements Required

The developer must complete public improvements and quasi-public improvements required for any development in accordance with plans approved by the city and must pass inspection prior to commencing other aspects of the development, or the developer must enter into an agreement with the City to construct improvements as described in Section 14-6.4(C), *Agreement to Construct Improvements, Financial Guarantee.* If the developer seeks to construct public improvements and quasi-public improvements without entering into an agreement to construct, the developer must first submit a financial guarantee based on an engineer's estimate for the cost of site restoration plus ten percent of the construction valuation, which shall be held until the end of the 12-month warranty period. The infrastructure must be completed or the agreement to construct improvements must be executed prior to the earliest of the following:

1. Recording the plat for development that requires a subdivision plat other than a plat for a family transfer subdivision, an administratively approved lot split, or a resubdivision;
2. Recording or filing in City archives an approved development plan;
3. Issuance of a construction permit for any construction other than the infrastructure, for development for which a plat for an inheritance or for a family transfer subdivision, an administratively approved lot split, or a resubdivision is required; and
4. Issuance of a construction permit for any construction other than the infrastructure, for development for which no subdivision plat or development plan is required.

C. Agreement to Construct Improvements, Financial Guarantee

1. The agreement to construct improvements must be executed by the developer according to infrastructure completion policies approved by the Planning and Land Use Director.
2. The agreement to construct improvements establishes the sequence of permitting, construction, completion, and acceptance of infrastructure relative to the permitting, construction, completion, and occupancy of buildings and other development activities, consistent with the requirements of Chapter 14 and applicable provisions of other chapters of the Santa Fe City Code and consistent with City infrastructure completion policies, including requirements for:
   I. Partial completion of infrastructure prior to issuance of a construction permit for a building; and
   II. Substantial completion of the infrastructure prior to issuance of a certificate of occupancy.
3. The agreement to construct improvements shall include a financial guarantee in a form acceptable to the Planning and Land Use Director for the construction cost of the infrastructure as estimated according to Section 14-6.4(G), *Construction Cost Estimate.* If the financial guarantee uses an out-of-state financial institution, an additional contingency fee is required to reflect potential costs of possible out-of-state legal action.
4. All required improvements shall be completed within two years after construction begins, unless a longer time period is approved by a land use board or by the Planning and Land Use Director for a project that is to be constructed in phases.
5. The developer may request a reduction in the amount of the financial guarantee when specific improvements are completed. To qualify for a financial guarantee reduction:

I. The improvements must be completed according to approved plans and inspected by the Planning and Land Use Director; and

II. A written request for the reduction must be made using Form AIA G702 or approved equivalent format and certified by the architect or professional engineer of record.

D. Completion and Warranty Period Financial Guarantee

1. All infrastructure improvements shall be completed in accordance with the requirements of City regulations and approvals, and the Planning and Land Use Director must inspect and accept all work.
2. The developer shall warranty the infrastructure improvements for a period of at least one year after acceptance and must repair or replace defects at no cost to the City during the warranty period. The Planning and Land Use Director may extend the warranty period when necessary to insure that actual or potential defects are corrected.
3. During the warranty period, the developer shall maintain on file with the City a construction financial guarantee in an amount equal to ten percent of the cost estimate in Section 14-6.4G, *Construction Cost Estimate*, and it shall remain in effect until the required infrastructure has passed a final warranty inspection by the Planning and Land Use Director. If there is no agreement to construct improvements, a separate financial guarantee for the warranty period consistent with City infrastructure completion policies shall be provided.

E. Use of Funds by City

If the required improvements are not completed in accordance with the agreement to construct improvements or the required repairs are not completed satisfactorily within the warranty period, the City may use the financial guarantee funds in any manner and in any combination it deems necessary to complete or repair the required improvements. This provision does not relieve the applicant of the obligation to complete the improvements or repairs according to the schedule in the agreement, using other funds.

F. Refund

If all conditions of this section have been met, including acceptance of improvements, and the warranty period has passed, the city shall refund all money not called for within 30 days of a written request from the applicant.

G. Construction Cost Estimate

A construction cost estimate, prepared by a professional engineer or other qualified person approved by the Planning and Land Use Director shall be provided for all public or quasi-public improvements that are required as a condition of approval or that will be maintained by the City, unless such improvements are built out prior to plat

recordation. Required improvements include those described in Section 14-6.5, *Street Improvement and Design Standards*, and as listed in the City infrastructure completion policies. The construction cost estimate is the basis for the financial guarantees required by subsections 14-6.4(C) and (D). The estimate and guarantees must include a ten percent contingency; provided that a five percent contingency is acceptable for nonprofit housing and economic development organizations approved by the community services department.

14-6.5 Street Improvement and Design Standards

A. Purpose

[RESERVED]

B. Applicability

[RESERVED]

C. Street Network General Standards

1. The arrangement, character, extent, grade and location of all streets shall conform to the general plan and shall be considered in their relationship to existing and planned streets, to topographic conditions, and to public convenience and safety.
2. Major streets shall be constructed, extended, and widened in accordance with the general plan and the metropolitan transportation plan.
3. Local streets shall be constructed, extended, and widened in accordance with the General Plan and to accommodate the orderly development of the types and intensities of development shown on the future land use map.
4. The arrangement of streets in a development shall:
   I. Provide for the continuation or appropriate projection of existing streets in surrounding areas; or
   II. Conform to a plan for the neighborhood approved by the Planning Commission to meet a particular situation where topographic or other conditions make continuance of or conformance to existing streets impracticable.
5. All new streets shall be public, except as otherwise provided in Section 14-6.5(E)(8), or when the Planning Commission determines that there would be no public purpose served or significant benefit provided to abutting properties by provision of a public rather than a private street.

D. Street Types Design Criteria

1. New public and private streets shall be constructed according to projected average daily traffic (ADT) and dwelling unit access (DUA) as shown in Table 6-1 and Illustration 14-9.2-1, Street Types Design Criteria.
2. The design criteria are intended to recognize that streets:
   I. Function as a critical urban design component of the neighborhoods they serve;
   II. Together with sidewalks and trails, must safely meet the transportation needs of all users, including pedestrians with varying mobility levels, bicyclists, motorists and transit users;
   III. Provide needed parking in many neighborhoods;
   IV. Serve as corridors for utilities and storm drainage.

Table 6-1: Design Criteria for Street Types

Criteria	Major Arterial (6-lane)	Major Arterial (4-lane)	Secondary Arterial	Collector	Collector Mixed-Use	Subcollector		Lane	Lot Access Driveway[1]
						No Parking	With Parking		
Average daily traffic	Up to 60,000	Up to 40,000	5,000–15,000	1,000- 5,000		300 – 1,000		0 - 300	Minimum
Dwelling unit access						30 – 100		0 - 30	0 - 8
ROW width, ft. min.	120	98	70	52	50	42	50 or 56	38 or 42	
Slope/grading easement	0 – 30 for all, conditional upon staff review								
Number of auto lanes	6 – 7[2]	4 - 5[2]	2 - 3[2]	2					1
Width of driving lanes, ft.	11			10		9	10	9	10
Median/turn lane width, ft.	18		14						
Bike lane width, ft. min.	5			4					
On-street parking width, ft. min.					6[3]		6[4]		
Curb and gutter	2 ft for all								
Sidewalk setback, ft. min.	5					5		0 or 5 [1]	
Sidewalk width, ft. min.	6		5		7	5			

NOTES:

[1] Lot access driveway standard applicable to access from street to no more than 8 single-family lots. Refer to Section 14-6.5(E)(8) for additional standards for lanes and lot access driveways.

[2] Includes median/turn lane.

[3] Parking required on both sides of street, except no parking on that side of a street adjoining the Plaza.

[4] Parking may be on one side or both sides of the street; parking lane should not be continuous.

3. The collector mixed-use street type is to be constructed in conjunction with the development of neighborhood centers and is designed to function like many of the streets near the plaza.
4. To better achieve the intent of this section, the Planning Commission, or in the case of resubdivisions and other administrative plat approvals, the Planning and Land Use Director, or in the case of City street projects, the Governing Body, may consider and approve an alternative street design that is not included among the street types and street sections shown or described in this section, provided the alternative design demonstrably provides adequate capacity to handle anticipated traffic, and includes the necessary pedestrian, bicycle, and transit facilities.
5. New development on an existing public street that does not meet the width or other applicable standards in Table 6-1: *Design Criteria for Street Types*, and that cannot be improved to meet those standards may exceed the average daily traffic or dwelling unit access standards in Table 6-1 without a variance.

E. Street Design Engineering Standards

1. Public and private streets and lot access driveways shall be designed and constructed in accordance with the provisions of this chapter; Chapter 12, *Fire Prevention and Protection,* and any engineering standards adopted pursuant to this chapter.
2. Where no specific standard has been adopted, streets shall be designed in accordance with applicable standards adopted by national engineering organizations such as the American Association of State Highway and Transportation Officials (AASHTO) and the Institute of Transportation Engineers.
3. Where no specific standard has been adopted, construction must comply with the current edition of the "New Mexico Department of Transportation Standard Specifications for Road and Bridge Construction."
4. A private street built and subsequently proposed to be dedicated to the City must meet all applicable public street standards set forth in this section.
5. The City shall not maintain private streets.
6. The following specific construction and engineering standards apply to public streets:
   I. Each street shall terminate in a cul-de-sac or other approved turnaround, except where the Planning Commission or Planning and Land Use Director requires a street to be stubbed out at a property boundary in anticipation of future extension;

II. Property lines at street intersections shall be rounded with a radius of ten feet, or a greater radius when necessary to allow the construction of a curb having a desirable radius. Sidewalks may not be curtailed at street corners to less than normal width. The Planning Commission may allow comparable cutoffs or chords in place of rounded corners;

III. New streets shall be dedicated and improved to the full width for which they are planned, except where a land use board or the Governing Body determines that an interim width or level of improvements provides safe and adequate service as part of an enforceable plan for the phased completion of the improvements;

IV. When a tract to be developed borders an existing street having a right-of-way width insufficient to conform to the minimum width standards required by these regulations, the necessary additional right-of-way shall be platted and dedicated in such a way to make the resulting street conform;

V. New street names shall not duplicate existing street names or be so similar as to be confused with existing street names. Where a proposed street is to be an extension of an existing named street, the proposed street shall have the same name as the existing street. Street names must be approved by the Planning Commission;

VI. Curbs at intersections shall be designed with a minimum radius of 25 feet. The Planning Commission may approve a smaller radius;

VII. In areas zoned for residential development, planting strips with a minimum width of five feet are required between the edge of pavement and the edge of required sidewalks;

VIII. The Planning Commission may approve street access to adjoining property, requiring proposed streets to be extended by dedication to the boundary of that property. Such streets shall be improved in the same manner as prescribed for other streets in the development; and

IX. Street grades shall not exceed the following, with allowances for vertical curves:
   a. Major and secondary arterial streets or highways: six percent;
   b. Collector and subcollector streets: ten percent;
   c. Lanes: 15 percent, except when a lesser grade is required by the fire marshal pursuant to fire apparatus access road standards; and
   d. No street grade shall be less than one-half of one percent.

7. All new streets must be paved; provided, however, that the Planning Commission may approve gravel surfaces for roadways classified as private lanes or shared private driveways if it finds, based on substantial evidence, that:

I. Vegetation or topographical maps or other evidence shows that dust from the roadways will not be a problem for residents living next to the roadway;

II. The gravel lane is an important consideration in the area's streetscape or in the overall project design; and

III. The gravel lane will not cause erosion or sediment problems or those problems will be eliminated by the use of accepted engineering methods.

8. Specific construction and engineering standards, lot access driveways, and streets classified as lanes and certain subcollectors:

I. Streets classified as "lanes" shall be laid out so that use by through traffic is minimized;

II. Lot access driveways shall be private. Streets classified as "lanes" or "subcollectors" may be constructed as private streets;

III. Lot access driveways and private streets classified as "lanes" or "subcollectors" may be approved for access to newly created lots where the Planning Commission determines that no public street is needed to provide access to the property being subdivided or to surrounding properties, based on existing and planned future uses of the properties.

IV. A roadway classified as a lane must meet the following standards:

a. Paved lanes; and

b. Unpaved lanes that are approved for construction with gravel surfacing;

1. Twenty-two feet driving surface width;
2. Eight feet shoulder and drainage on each side;
3. Six-inch crushed gravel base course surfacing material; and
4. Thirty-eight feet total right-of-way or access easement.

V. A lot access driveway that is required to provide emergency vehicle access pursuant to Chapter XII, *Fire Prevention and Protection,* must meet the standards of that chapter. Otherwise, a lot access driveway must have an all-weather driving surface at least ten feet in width, must be no steeper than 15 percent grade, or as required by the fire marshal, and must accommodate drainage and utility facilities and easements.

F. Access and Traffic Calming

1. Where a development abuts or contains an existing or proposed arterial street, a land use board may require marginal access for collector or local streets, reverse frontage with screen planting or walls contained in a non-access reservation along the rear property line, lots with rear service alleys or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

2. Where a development borders on or contains a railroad right-of-way or limited access highway right-of-way, a land use board may require a street approximately parallel to and on each side or on either side of such right-of-way, at a distance suitable for the appropriate use of the intervening land for park or recreational purposes when such purposes are appropriate in the relevant area. Such distances also shall be determined with due regard for the requirements of approach grades and future grade separations.

3. At least one through street that traverses the entire developed area shall be provided for each 1,000 feet of developed area.
4. At least two connections to the existing road network points shall be provided for every ten acres of development.
5. Where a trail network exists or is planned, access to the trail network must be provided every 500 feet, where feasible.
6. Reserve strips controlling access to streets are prohibited unless the City controls the reserve strip under conditions approved by the Planning Commission.
7. Traffic calming measures are allowed in new developments and specific measures may be required by the Planning Commission to ensure traffic safety in new neighborhoods.
8. Cul-de-sacs and other dead-end streets, both public and private, may be constructed only if topography, lot configuration, previous development patterns or other natural or built features prevent continuation of the street.

G. Sidewalks

1. If a subdivision plat or development plan approval is required, curb, gutter, and sidewalk locations shall be dedicated when the subdivision plat or development plan is recorded and constructed in accordance with applicable standards as part of the subdivision or development plan infrastructure.
2. If a subdivision plat or development plan is not required, curbs, gutter, and sidewalks shall be constructed in accordance with applicable standards and dedicated to the City prior to issuance of a certificate of occupancy for:
   I. Construction of a new principal building;
   II. All additions over 500 square feet gross floor area;
   III. Remodeling or renovations over 500 square feet gross floor area for multi-unit residential and nonresidential permits; and
3. With a permit for additions or remodeling, funds expended for the cost of sidewalk construction are not required to exceed 20 percent of the value of the other construction covered by the permit.
4. Sidewalks shall be located in a City right-of-way or, if adequate right-of-way is not available, sidewalks shall be located in a public access easement dedicated to the City on an approved plat. The sidewalk shall be consistent with the street standards of Section 14-6.5(E) and located along each street frontage immediately adjacent to the development.
5. New sidewalks, drive pads, and curb ramps required pursuant to provisions 1 and 2 above in this subsection must:

I. Comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and with New Mexico Department of Transportation pedestrian access details (NMDOTPAD)

II. Be constructed of concrete, meeting standards approved by the City or alternative materials approved by the Planning and Land Use Director.

III. Be free of any structures, signs, landscaping, above ground utility elements or other items that prevent free passage along the sidewalk, if constructed pursuant to provision 1 above in this subsection.

IV. Be free of any structures, signs, landscaping, above ground utility elements or other items that result from the new construction and that prevent free passage along the sidewalk , if constructed pursuant to provision 2 above in this subsection.

6. Replacement of existing sidewalks is not required if they are in good condition and substantially in compliance with ADAAG. Existing sidewalks shall be free of any structures, signs, landscaping, above ground utility elements or other items that prevent free passage along the sidewalk. However, in the situations described in provisions 1 and 2 above in this subsection, the Planning and Land Use Director may allow the sidewalk barrier to remain or approve an alternate sidewalk alignment creating free passage if the removal of the sidewalk barrier is deemed not feasible.

7. A new sidewalk that connects to an existing sidewalk shall be the wider of:

I. The width of the existing sidewalk;

II. The required minimum width set forth in Table 6-1: Design Criteria for Street Types;

III. The NMDOTPAD as may be amended by the City; or

IV. The minimum width required by the ADAAG.

8. A curb/access ramp meeting NMDOTPAD and City standards shall be constructed where two paved streets with curb, gutter and sidewalk intersect.

9. Drive pads shall comply with NMDOTPAD and any City street standard details.

10. If there is no curb or gutter, an alternative pedestrian route may be approved as part of a subdivision plat or development plan. The alternative pedestrian route shall comply with ADAAG. Consideration shall be given to future maintenance, the surrounding uses, density and the location and type of the street.

11. Colored concrete shall be required in the City's historic districts according to the color palette approved by the historic districts review board available from the City historic preservation division. Alternative materials may also be required by the historic districts review board. In addition, the City reserves the right to specify sidewalk color or alternative materials in other sections of the City as may be appropriate.

12. Construction of sidewalks shall comply with Chapter 23, Section 23-3, *Construction and Maintenance of Curbs, Gutters, and Sidewalks.*

H. Pedestrian Crosswalks

Pedestrian crosswalks that meet the engineering standards of the City shall be included in the design of each signalized intersection and at any other street crossing locations, including midblock crossings, required by the Planning and Land Use Director. Crosswalks must connect sidewalks and must have accessible curb cuts on each side of the street. Crosswalks shall be installed at the time of intersection construction.

I. Curbs and Gutters

1. All new streets must have curbs and gutters that meet City standards, except for roadways classified as lanes or shared private driveways if the Planning Commission finds, based on substantial evidence, that the following conditions are met:
   I. Absence of curbs and gutters will not contribute to the deterioration of the pavement edge, particularly on streets where on- street parking is allowed;
   II. Curbs and gutters are not necessary to channel stormwater, as shown by a site-specific drainage and stormwater control plan analysis or other means; and
   III. Curbs and gutters are not necessary to confine driveway access to specific locations and to maintain the appearance of the streetscape.
2. Colored concrete is required in the historic districts according to the color palette approved by the historic districts review board available from the City historic preservation division.

J. Maintenance of Public Parkways

Maintenance of the public parkway, generally comprised of the sidewalk setback and the sidewalk itself, is the responsibility of the person owning or in charge or control of the lot or property contiguous to the parkway, exclusive of controlled access arterials. Maintenance shall be to eliminate public nuisances and ensure pedestrian and vehicular safety and visibility, and shall include the eradication of weeds and the trimming of trees and shrubs. Maintenance shall comply with Sections 10.3, *Weeds,* and 23-3, *Construction and Maintenance of Curbs, Gutters and Sidewalks.*

K. Alleys

Alleys shall comply with the following provisions:

1. The right-of-way width of an alley shall not be less than 20 feet;
2. Alley intersections and sharp changes in alignment are not allowed and, where necessary, corners shall be cut off sufficiently to allow safe vehicular movement; and
3. Dead-end alleys are not allowed.

L. Easements

1. Easements across lots or centered on rear or side lot lines shall be provided for utilities if the Planning Commission or the City Engineer finds that they are necessary for adequate and necessary utility service to the subdivision or surrounding areas. Such easements shall be at least ten feet wide and may be located over a lot line so that there is a five-foot easement on each lot.
2. Where a subdivision is traversed by a watercourse, drainageway, acequia, channel or stream, the owner shall provide a stormwater drainage easement or right-of-way conforming substantially with the lines of the watercourse, drainageway, acequia, channel or stream and of a width and construction that Planning Commission finds is adequate for the purpose. Parallel streets, sidewalks, parkways, and/or trails may be required by the Planning Commission in connection with the drainage easement or right-of-way.
3. Easements required by this section shall not interfere with other easements or uses of the property on which the easement exists.

M. Utilities, Storm Drainage and Street Improvements

Utilities, storm drainage facilities, and street improvements shall be provided as follows.

1. Standards and Specifications

I. Connection to City water service as required by Chapter 25, *Water,* except as provided in Section 25-1.10, *Regulations for the Drilling of New Domestic Water Wells;*

II. Connection to City sewer services except as provided in Section 22- 3.1, *Sewers — Connection to the Public System*;

III. Approval of storm sewer system and other drainage improvement plans by the City Engineer;

IV. Approval of grading and centerline gradients by the City Engineer;

V. Approval of major and secondary arterial street cross-section by the City Engineer; provided, however, that the cost of improvement to the developer shall not exceed that which is required for improving a collector street.

VI. Installation of street name signs of a material and design approved by the Governing Body at all street intersections;

VII. Approval of complete street lighting facilities by the City Engineer; and

VIII. Landscaping as required by Section 14-8.4, *Landscape and Site Design*.

2. Design Details, Construction Standards and Specifications

Design details, construction standards, and specifications for utilities and storm drainage shall conform to standard details and specifications adopted by the Governing Body.

N. Landscaping

Landscaping plans shall be submitted for all roadway medians and all parkway strips. Landscaping plans shall include proposed location, size and type of vegetation or xeriscaping, including street trees, shrubs, ground cover or other proposed ground treatment in conformance with the City's landscaping regulations. Location of proposed landscaping shall meet sight distance and other safety criteria as determined by the Planning and Land Use Director. Landscaping plans shall show any irrigation system necessary to maintain the roadway landscaping. The final approved landscaping plans shall be implemented at the developer's cost as part of road construction and all materials shall be maintained and guaranteed by the developer for a minimum of one year or until established. Landscaping plans should comply with Resolution 2010-66, Landscape Design Guidelines for Medians and Planting Strips, as amended.

O. Bikeways

Bikeways shall:

1. Be provided on each side of the street on collectors except collector mixed-use, secondary arterials, and major arterials, unless a street is approved as a one-way in which case a bikeway shall be placed to the right of the driving lane;
2. Be located between the driving lane and the curb and gutter or between the driving lane and right turn lane;
3. Be separated from the driving lane by a solid white stripe or other appropriate pavement marking or traffic separation device approved by the City; and
4. Have a pavement width that conforms to the criteria set out in the street types-design criteria chart.

14-6.6 Block and Lot And Design Standards

A. Blocks

1. The lengths, widths, and shapes of blocks shall be determined with due regard to:
   I. Provision of adequate building sites suitable to the special needs of the type of use contemplated;
   II. Zoning requirements for lot sizes and dimensions;
   III. Need for convenient access, circulation, control, and safety of street traffic;
   IV. Opportunities and limitations of topography; and
   V. Special design standards and guidelines, including the standards provided in Section 14-4.5, *Highway Corridor Protection Districts*, and applicable policies of the General Plan.
2. Blocks shall be wide enough to allow for two rows of lots, except that a single row of lots is allowed where such lots abut any of the following: an arterial street, limited access highway, drainage course, railroad right-of-way, a single row of lots in an adjacent subdivision or a different zoning district; to overcome specific disadvantages of topography or location; or in similar situations.
3. Where restrictions on access to an adjoining road are required for all or part of the block, those restrictions shall be noted on the plat.
4. A landscaping easement or screen wall shall be provided where appropriate.

B. Lots

1. Depth, width, area, and shape of lots shall comply with the requirements of the zoning district in which the subdivision is located, or the zoning that will be applied upon subdivision approval, as well as any other applicable standards of Chapter 14.
2. Each lot shall be provided with access by means of a public street, private street, or private driveway in accordance with the requirements of Table 6-1: *Design Criteria for Street Types.*

3. To the maximum extent possible, the configuration of lots resulting from the relocation of existing property lines or the creation of new lots through subdivision, shall be regular in shape, typically rectangular, with exception possible for topographical constraints or natural obstructions.
4. Side lot lines shall be substantially at right angles to straight street right-of-way lines, and radial to curved street right-of-way lines.
5. Through lots are prohibited, except as provided in A.2 above.

14-6.7 Utility and Storm Drainage Improvement and Design Standards

[RESERVED]

14-6.8 Inheritance or Family Transfer Subdivisions

A. Installation of Improvements

1. Any improvements required to be constructed on inheritance or family transfer subdivisions are only required to be completed at the time a construction permit is issued on any lot contained in the subdivision, and not at the time of plat approval or recordation.
2. A financial guarantee is not required at the time of plat recordation.
3. If an inheritance or family transfer subdivision will result in the creation of only one additional lot that will not have public sewer or water available, the applicant is required to provide proof of appropriate well and septic assurances from the State of New Mexico prior to approval of the subdivision.

B. Compliance with Density and District Regulations

1. Zoning District Requirements

   Except as otherwise specifically provided in this Land Development Code, inheritance and family transfer subdivisions are required to meet the standards for use, density, building placement, height, open space, parking, and other requirements set forth in Article 14-3, *Zoning Districts,* for the zoning district in which it is located.

2. Newly Annexed Land

   If an inheritance or family transfer subdivision is requested in newly annexed territory, the resulting density of the subdivision must conform to the density range provisions set forth in the General Plan.

Article 14-7 Development Standards

14-7.1 General Provisions

A. Purpose

The purposes of this Article are to:

1. Provide proper standards that ensure a high-quality appearance of the Santa Fe area and promote good design while also allowing individuality, creativity, and artistic expression;
2. Encourage the proper use of the land by promoting an appropriate balance between the built environment and the preservation of open space and natural environmental resources;
3. Protect private and public investment through preservation of open space, protection of natural resources, including the existing tree canopy; providing buffers between incompatible uses and along roadways; and encouraging the planting of appropriate vegetation;
4. Preserve and protect the identity and character of Santa Fe and enhance the business economy;
5. Promote water conservation and efficiency through preserving natural areas, encourage good soil management, and encourage the use of native or drought tolerant plant materials; and
6. Ensure compliance with the City's obligations to the U.S. Environmental Protection Agency (EPA) as a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II permittee.

B. Applicability

Unless otherwise noted, the requirements of this Article apply to all land development activity covered under Chapter 14.

14-7.2 Santa Fe Homes Program (SFHP)

A. Authority

The Governing Body has adopted the SFHP, enacted pursuant to the authority set forth in Chapter 26 of the SFCC, Section 26-1.2, *Authority.*

B. Applicability

1. Except as set forth in this subsection, the SFHP shall apply to the following:
   I. Aany application for development, including annexation, rezoning, subdivision plat, increase in density, development plan, extension of or connection to City utilities for land outside the city limits, and construction permits that propose two or more dwelling units or buildings or portions of buildings that may be used for both nonresidential and residential purposes and manufactured home lots. SFHP applies to the residential portion of the development.
   II. New construction, to the conversion of existing rental units to ownership units, and the conversion of commercial uses to residential uses.
   III. Dwelling units in vacation time share projects.
2. Participation in the SFHP is not required for the following:
   I. A family transfer as set forth in Section 14-2.1(E)(8), *Inheritance and Family Transfer Subdivision,* or a division of land into two lots as set forth in Section 14-2.1(E)(6), *Administrative Approval Subdivisions.*
   II. A development or portion of a development that is subject to a formal written and binding agreement entered into prior to August 15, 2005, with the City or Santa Fe County in which the signatories agreed to provide affordable housing or payment in lieu thereof; or
   III. Dwelling units or manufactured home lots used by an elementary, middle, or high school; college or university; hospital; or similar institution, exclusively to provide housing for employees or enrolled students and their families. If the dwelling units or manufactured homes are no longer exclusively used by employees or enrolled students and their families, the SFHP shall apply at the time the units are converted.
3. When there is a petition for annexation, the petitioner shall negotiate with the Office of Affordable Housing all terms for providing affordable housing on site, including the distribution of development types and the number of SFHP units required, or alternate means of compliance. The number of SFHP units required or the in-lieu contribution, or alternate means of compliance, shall not be less than but may be in excess of what is required by SFHP. These terms shall be included in the annexation agreement. To the extent practicable, all other SFHP requirements apply to annexations. As the property is developed, a separate SFHP agreement in compliance with the annexation agreement shall be recorded with each subdivision plat or development plan.

4. All provisions of a prior ordinance, titled Housing Opportunity Program (HOP), remain in effect with respect to any agreements executed by the City and other parties which were required by HOP or incorporated HOP provisions by reference. The Office of Affordable Housing is responsible for administering HOP agreements according to the administrative procedures for the SFHP ordinance until such time as all obligations under the agreements have been satisfied except for sale prices or rental rates, which shall be based on the prior HOP administrative procedures and annually updated by staff.

C. Pre-submission Conference, SFHP Proposal, and Agreement

A pre-submission conference, SFHP proposal, and SFHP agreement are required as set forth in Section 26-1.

D. Santa Fe Homes Program Requirements

1. Effective June 7, 2014, and thereafter:
   I. When offered for sale, 20 percent of a development site's allowed base dwelling units shall be SFHP units, meeting all requirements of Section 26-1.
   II. When offered for rent, 15 percent of a development site's allowed base dwelling units shall be SFHP units, meeting all requirements of Section 26-1.
   III. A modification to a SFHP agreement or HOP agreement that was entered into prior to June 8, 2011, shall be made to reflect the 20 percent requirement; and if applicable, an annexation agreement, subdivision plat, or development plan shall be administratively amended to reflect the reduction and redistribution of SFHP or HOP lots, with the amended annexation agreement, plat, or plan recorded or filed, as applicable, by the property owner or developer.
2. The Governing Body may approve alternative means of compliance as provided in Section 26-1.33, *Alternate Means of Compliance.*

E. Standard Development Incentives

1. Density Bonus
   I. A developer providing on-site SFHP dwelling units is entitled to a density bonus of 15 percent over the density allowed by the zoning district.
   II. A density bonus is the right to build the described percentage of residential units, in addition to those that are otherwise allowed by the zoning district, in accordance with the following standards and procedures:
      a. Base dwelling units allowed means the total number of dwelling units that can be built on a site in the applicable zoning district.
      b. In calculating any bonus units, the number of base dwelling units allowed in the development shall be multiplied by 1.15. If the result is other than a whole number, the number shall be rounded up to the next highest whole number.
   III. A density bonus does not require an amendment to the General Plan or approval by the Governing Body.
   IV. Except where the planning commission is authorized to grant a variance or waiver as set forth in Chapter 14, a density bonus shall not negate, supersede or limit other Santa Fe City Code provisions that limit the number of units that may be built on the site.
2. Fee Waivers

   Fees for developments that comply with SFHP requirements shall be reduced as follows:

I. Fees for development review and construction permits shall be reduced in proportion to the percentage of for-sale SFHP units, or two times the percentage of for-rent SFHP units or manufactured home lots offered as SFHP units, as certified by the Office of Affordable Housing; and

II. Reduction of impact fees as set forth in Section 14-7.9, *Impact Fees,* and utility expansion charges as set forth in Chapter 22, *Sewers*, and Chapter 25, *Water,* shall occur at the time of construction permit application for SFHP units.

F. Enhanced Affordability Incentives

Developments that provide enhanced affordability beyond the requirements of Section 14-7.2(D) are eligible for enhanced affordability incentives as described in this section. For purposes of this section, "enhanced affordability" is defined as projects that provide at least 30 percent SFHP units or properties zoned R1 that are 2.5 acres or smaller that meet the standards of Section 14-7.2(F)(1)(I)(b).

1. Additional Density Bonus

I. As an alternative to the standard development incentives described above in Standard Development Standards, an applicant may:

a. Add the following density bonus for each SFHP unit provided:

1. 30 percent to 39 percent SFHP units: 1.5 units per SFHP unit;
2. 40 percent to 49 percent SFHP units: 1.75 units per SFHP unit; or
3. 50 percent or greater SFHP units: 2 units per SFHP unit.

b. For properties zoned R1 that are 2.5 acres or smaller, up to four dwelling units are permitted per acre, provided that:

1. Twenty-five percent of all dwelling units on the parcel must be affordable;
2. Dwelling units may be attached or detached single-family, or units within a multi-unit building;

II. In calculating bonus units, if the result is other than a whole number, the number shall be rounded up to the next highest whole number.

2. Design Standards

I. Lot Area and Lot Coverage

Notwithstanding the requirements of Article 14-3, *Zoning Districts*, minimum lot area and coverage shall be as necessary to comply with the open space requirements.

II. Setback and Stepback Requirements

Minimum setback and stepback requirements are waived along lot lines that are internal to the development.

III. Parking Reductions

Developments are permitted the following reductions to the minimum vehicular parking required in Table 7-4: *Vehicle Parking Requirements*, provided that at least one long-term bicycle parking space per unit is provided in

addition to the short-term bicycle parking requirements described in Table 7-7: *Required Bicycle Parking*:

a. In all zones except for BCD, the development may provide parking at the reduced rate of one off-street automobile parking space for studio, one-, and two-bedroom units, and two off-street automobile parking spaces for units with three or more bedrooms.
b. In the BCD or when the development site is not adjacent to a residential zoning district, on-site parking may be provided, but no minimum number of off-street vehicular parking spaces is required.
c. Long-term bicycle parking shall comply with standards and requirements described in Section 14-7.5J, *Off-Street Bicycle Parking Requirements,* and shall have access that does not require use of stairs or an elevator.

3. Fee Waivers

For development projects that comply with an option in provision 1 above, fees and charges are waived as shown in Table 7-1.

Table 7-1: SFHP Enhanced Affordability Fee Waivers

Construction Permit Fees; Plan Review Fees
Qualifying projects are exempt from paying construction permit fees and plan review fees.
Development Review Fees
Qualifying projects are exempt from payingf development review.
Development Water Budget Fees
Qualifying projects shall obtain water to meet approved development water budgets through the water credit program at the reduced rate specified in Section 14-7.7E, *Dedication of Water to Development.*
Impact Fees
Qualifying projects are exempt from payingf impact fees in accordance with Section 14-7.9H.9, *Exemptions, Waivers, and Reimbursements.*
Wastewater Utility Expansion Charge (UEC)
The wastewater utility expansion charge (UEC) is waived for qualifying projects in accordance with Article 22-6.6, Exhibit A, Section 7.
Water Utility Expansion Charge (UEC)
Qualifying projects are exempt from the payment of the water utility expansion charge (UEC) in accordance with Article 25-4.2, Exhibit B, Rate Schedule 8.

4. Review Process

I. Development plans and subdivision plats for applications for qualifying projects shall be administratively reviewed and approved, pursuant to Section 14-2.1F.4, *Development Plans* and Section 14-2.1E.6, *Administrative Approval Subdivisions,* respectively.

II. Any application that contains a request requiring a decision by a land use board (such as a variance) shall be decided by the land use board according to the standard applicable procedure. The application as a whole shall remain subject to administrative review and decision.

III. Unless the applicant requests a deferral, staff shall schedule applications that require review by land use boards at the earliest available meeting date.

G. Enforcement

Enforcement of SFHP shall be as provided by Section 14-1.12, *Enforcement* and Chapter 26-1.19, *Enforcement of SFHP Agreement*.

H. Appeals

An applicant aggrieved by a final action of the land use director regarding the SFHP provisions may file an appeal pursuant to Section 14-2.1B.5.IV, *Appeals.*

14-7.3 Architectural Design Review

A. Purpose

1. The standards and requirements of this section are intended to preserve and promote Santa Fe's unique cultural heritage, distinct visual character, and regional architectural traditions, to contribute to Santa Fe's social and economic welfare.
2. The Governing Body finds that in order for Santa Fe's urban townscape to be one of visual cohesion and identity rather than visual clutter and anonymity, architecture outside the historic districts must possess a degree of compatibility with architecture inside the historic districts.
3. Because Santa Fe's distinct visual character and regional architectural traditions are deemed essential to the welfare of the City's citizens, the Governing Body hereby establishes an architectural design review process to review building massing, form, color, proportion, texture, and materials as part of the construction permit process for areas outside the historic districts.
4. The architectural design review process is intended to promote beauty and visual harmony throughout Santa Fe and to encourage respect for the traditional character and quality of wall-dominated architecture. This section does not promote or require adherence to a particular architectural style, but rather to the general qualities that have given Santa Fe architecture its unique and appealing character.
5. The architectural design review process is not intended to stifle architectural creativity, to decrease or limit one's use of property or to impose undue economic hardship on any property owner as a result of the requirements set forth in this section.

B. Applicability

1. New construction, additions, exterior remodeling, repainting, and re-stuccoing of buildings in a different color shall comply with the requirements of this section, except as set forth in provision 2 below.
2. Architectural design review is not required for the following:
   I. Detached single-family and two-family dwellings and related accessory structures;
   II. Structures other than buildings, with the exception of filling station canopies, except as required in this article;
   III. Buildings located in the historic districts and buildings designated as landmarks, which are subject to review under Section 14-4.6, *Historic Districts;* and
   IV. Exterior building features not visible from any street, way, or public place without trespassing.

C. Total Points Required

The total number of points required for a given project are set forth in Table 7-2: *Points Requirement by Zoning District*.

1. Point Requirements for New Construction

Point requirements for new construction, excluding additions, vary according to the zoning district in which the project is located.

Table 7-2: Points Requirement by Zoning District

Zoning District	Points Required
C-1, C-2, C-4, BCD, PRRC, SC, HZ, MU	205
RR, R-1 through R-6, R-7, R-8, R-9, R10 through R-29, RC-5, RC-8, PRC, RAC, AC [1]	180
I-1, I-2, BIP	155

NOTES:

[1] Applies to nonresidential and multi-unit structures constructed in these districts; does not apply to single-family dwellings.

2. Additions to Nonconforming Buildings

I. Point requirements for additions to a building that conforms to the provisions of this section are as set forth for new construction in Table 7-2 for the entire property, including both existing and proposed publicly visible improvements. Point requirements for additions to a building that is legally nonconforming with regard to the provisions of this subsection shall be as provided in provisions a, b, and c below.

II. For the purposes of this section "addition" means additional gross floor area constructed on a single lot, and "structurally connected addition" means additional gross floor area that directly adjoins and abuts an existing building.

a. If a proposed addition to a legal nonconforming building increases the gross floor area on a lot by more than 75 percent of the original floor area, architectural design points shall be calculated based on the entire property, both existing and proposed publicly visible improvements.

b. If a proposed addition to a legal nonconforming building increases the gross floor area on a lot by less than or equal to 75 percent of the original floor area, architectural design points shall be calculated based on the new construction only.

c. A specific number of architectural design points is not required for structurally connected additions that do not exceed 25 percent of the gross floor area of the existing legal nonconforming building and that match the existing architecture.

d. A specific number of architectural design points is not required for structurally connected additions to buildings of unique architectural merit, as determined on a case-by-case basis by the Planning and Land Use Director in consultation with the state historic preservation division and the Santa Fe chapter of the American Institute of Architects, that either match the existing architecture or comply with the secretary of the interior's standards for rehabilitation. Architectural review in such cases shall be performed by the Planning and Land Use Director.

3. Remodeling, Repainting, and Re-stuccoing in a Different Color

For the purposes of this section, "structural alteration" means the addition or deletion of building elements, including doors, windows, or fenestration and any changes in the type of finish material used.

I. Point requirements for exterior remodeling requiring structural alterations and involving more than 50 percent of a building's total publicly visible façade and roof area are as set forth for new construction in Table 7-2.

II. Architectural design points shall be calculated based on the entire building, both existing and publicly visible new construction.

III. Cosmetic remodeling, repainting, re-stuccoing in a different color, or exterior remodeling requiring structural alterations and involving less than or equal to 50 percent of a building's total publicly visible façade and roof area do not require any specific number of architectural design points; however, no proposed architectural design shall result in the assignment of negative points.

D. Architectural Design Standards and Point Allocations

For the purposes of this section, "predominant" means having the most publicly visible surface area.

1. Point allotments are granted to building projects according to the criteria set forth Table 7-3: *Architectural Design Elements and Point Allocations*, with the total number of points required for a given project as set forth in Table 7-2.
2. Points shall be calculated only for those architectural design features that are publicly visible from a street, way or public place; however, all exterior architectural design features shall be considered publicly visible unless the applicant can show otherwise.
3. Partial point allotments shall not be granted.
4. If a building feature or element cannot be evaluated because it is not required and does not exist, the maximum allowable point allotment for that feature or element shall be granted.

Table 7-3: Architectural Design Elements and Point Allocations

Design Element		Points	In Midtown LINC
WALLS			
Predominant Wall Surface Material	Stucco, adobe	30	
	Brick, natural stone, and integrally colored unit masonry	25	30
	Concrete and non-integrally colored unit masonry	20	30
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10	30
	Mirrored glass curtainwall systems	-10	
Color of Predominant	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	

Table 7-3: Architectural Design Elements and Point Allocations

Design Element		Points	In Midtown LINC
Exterior Surface Material	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15	30
	High-intensity colors	-10	10
	Metallic colors, glass and black	-10	
Exterior Surface Treatment	**OPTION A:** • Wall surfaces appear monolithic with at least 75% of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. • Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25% of the surface area of any façade. • Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least 6 feet shall be exempt from area calculations	10	
	OPTION B: Wall surfaces do not meet the criteria set forth in OPTION A above.	-10	
ROOFS			
Form	Flat roof surfaces entirely concealed from public view by parapets	20	
	Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15	
	Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a	10	

Table 7-3: Architectural Design Elements and Point Allocations			
Design Element		**Points**	**In Midtown LINC**
	slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run		
	Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10	
Predominant Material	All surfaces are concealed from public view	20	
	Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15	
	Flat tiles of clay, concrete or slate	10	
	Barrel tiles of clay, concrete, or slate; and asphalt shingles	5	
	Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10	
Predominant Color	All roof surfaces are concealed from public view by parapet	15	
	Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10	
	Low-intensity colors other than those stated above	5	
	White	0	
	Bright, non-fading, high-intensity colors and any use of multiple colors	-15	
BUILDING FORM			
Massing	**OPTION A:** One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least 3% of the length of the façade and extending at least 20% of the length of the façade	30	
	OPTION B: One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six	30	

Table 7-3: Architectural Design Elements and Point Allocations			
Design Element		**Points**	**In Midtown LINC**
	horizontal feet, on at least one publicly visible façade		
	Buildings not using the massing techniques described in OPTION A or B above	0	
DOORS AND WINDOWS			
Treatment	More than 50% of doors, windows, and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lintels, or have exposed or otherwise articulated lintels	20	
	More than 50% of doors, windows and glazed surfaces do not meet the requirements set forth above	0	20
Area	All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	
	Wall surfaces do not meet the requirements as set forth above	0	20
Location	All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	
	All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20	
Glazing	All glazing is clear or tinted neutral gray	10	
	Any use of colored glazing	0	10
	Any use of mirrored glazing	-10	
EQUIPMENT			
Screening	All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	
	All building mounted equipment set forth above is either screened; and/or painted to match visually adjacent surfaces	5	

Table 7-3: Architectural Design Elements and Point Allocations			
Design Element		**Points**	**In Midtown LINC**
	All building mounted equipment set forth is not screened and/or painted to match visually adjacent surfaces	-10	

E. Administrative Review and Decision

The architectural design review shall be conducted as part of the review of a development application or, where no application is required, as part of construction permit review.

1. Preliminary Review (Optional)
   I. A preliminary calculation of architectural design points will be performed by the Planning and Land Use Director at the schematic design or design development stage, at the request of an applicant, with the itemized score sheet returned to the applicant upon completion of the review.

   II. The preliminary review does not limit the discretion of the plan reviewer, who shall recalculate points during the final review. An applicant shall not rely upon a preliminary review for final approval or construe it to result in any responsibility of the City, the Planning and Land Use Director, or any other officers, employees, or agents of the City.

2. Final Review
   I. Points are recalculated at the time of the final review and may differ from the points granted during preliminary review if dimensions, features, details, or specifications that were part of the originally reviewed project plan have been altered or in any way modified.
   II. During final review, calculation of the final architectural design points shall be performed, and compliance with the point requirements of Section 14-7.3(C), *Total Points Required,* shall be achieved prior to the issuance of a construction permit.
   III. If the number of points calculated does not meet the point requirements set forth in Section 14-7.3C, *Total Points Required,* the applicant shall modify the submittals to achieve the necessary number of points prior to issuance of a construction permit.
   IV. All actual construction work shall comply with the approved submittals.

14-7.4 Open Space

A. General Open Space Standards

Open space shall be provided that meets the minimum standards of this section and other applicable requirements of Chapter 14. All required open space shall meet the following standards:

1. Open space shall consist of areas that are landscaped or that preserve natural vegetation and may include outdoor facilities for passive or active recreation.
2. Open space shall not include streets, driveways, parking or loading areas, fire apparatus access roads and turnarounds, storage areas, or buildings.
3. Where appropriate, open space should contribute to the preservation of Santa Fe's natural features, especially hillsides and arroyos. Consideration shall be given to providing wildlife habitat, especially by providing open space along arroyos, stream corridors and linkages to other habitat areas.
4. To the greatest extent practicable, connections shall be provided to public open space and the urban trail system and bicycle paths or in such a way that a future connection is facilitated.
5. The most appropriate use or uses for outdoor space shall be proposed and assessed on a case-by-case basis and may include active or passive use.

B. Residential Open Space

Common or private open space may be provided in any combination that meets the requirements described in this section. Private open space provided in excess of the minimum requirement for a unit may not be used to reduce the amount of open space for any other unit.

1. Common Open Space
   I. Intent

      The intent of common open space is to provide useable outdoor space for residents of developments; promote compact urban form; provide screening and buffering between zoning districts of different intensities; and generally enhance the quality of the urban environment.

II. Amount of Common Open Space Required

a. Residential open space shall be provided for each dwelling unit in the amount specified in the lot/building standards tables in Section 14-3.2, *Residential Districts*, through Section 14-3.4, *Special-Purpose Districts.*

b. A minimum of 50 percent of common open space shall be useable space for active or passive recreation or pedestrian ways that include interior sidewalks and patios. The Planning and Land Use Director, a land use board, or the Governing Body may require tot lots or other play areas and equipment, walking paths, benches, and lighting.

c. Common open space shall be no less than 15 feet in any dimension and no less than 500 square feet per segment.

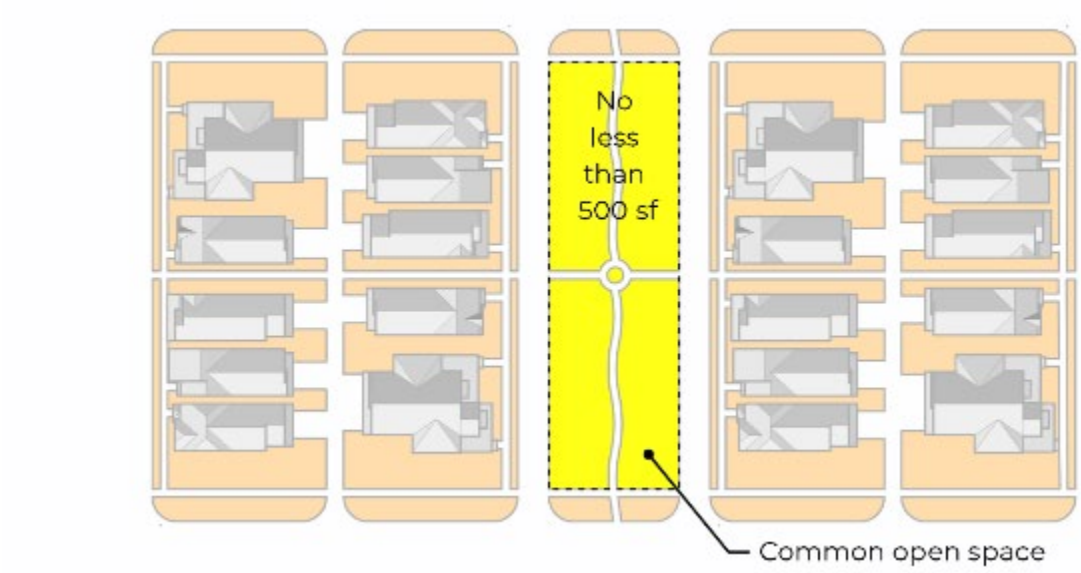


Figure 7.4-1: Common Open Space

III. Common Open Space Area

Common open space may include areas used for retention or detention of stormwater provided that all other applicable standards are met.

IV. Ownership and Maintenance

Common open space shall be dedicated to a homeowners' association or owned and maintained by the owner of rental housing developments. If dedicated to a homeowners' association, covenants running with the land shall restrict the use of the dedicated land to common open space and prohibit subdivision or separation of ownership of the common open space. The restriction shall be noted on the development plan or final plat.

2. Private Open Space

I. Intent

The intent of private open space is to ensure easily available access to the outdoors in medium- to high- density developments, and to provide for a sufficient sense of privacy.

II. Minimum Requirements for Private Open Space

a. Private open space shall be adjacent to and directly accessible from the unit for which it is provided.
b. Required private open space located on the ground shall not be less than 12 feet in length or width; and not less than four feet and 40 square feet for balconies, roof decks, or other private open space that is not located on the ground.
c. Finished grade for required private open space shall have a slope no greater than one vertical foot in ten horizontal feet.
d. There are no planting requirements for private open space.

III. Maximum Lot Coverage Increases

The maximum lot coverage in the underlying zoning district may be increased if private open space for each dwelling unit is provided as follows:

a. For lots in low-density, moderate-density, and residential compound districts, an amount not less than 50 percent of the total gross floor area of that dwelling unit; and
b. For lots in higher-density residential districts, an amount not less than 30 percent of the total gross floor area of that dwelling unit.
c. The open space provided to meet the requirements of provisions a and b may be counted toward meeting the total open space requirement for dwellings in a multi-unit development.

IV. Features Counting as Private Open Space

a. Balconies, roof decks, or roofed areas such as porches or portals may be included as all or part of the required private open space.
b. Stormwater ponding areas shall not count as private open space.

V. Accessory Dwelling Units

Accessory dwelling units are required to provide the same amount of private open space as other dwellings in the zoning district; however, up to 50 percent of the private open space required for the accessory dwelling unit may be the same private open space provided for the principal dwelling unit.

C. Nonresidential and Mixed-Use Open Space

1. Intent

Open space in nonresidential and mixed-use developments is intended to promote environmental health; foster a sense of openness; provide light and air; preserve existing vegetation or provide new vegetation to help oxygenate the air;

provide shade; help control stormwater runoff and erosion; and improve ground water quality.

2. General Requirements

I. Nonresidential open space shall be planted following the same requirements as for residential common open space in Section 14-7.4B, and may be combined with other landscape requirements, including those for street tree planting and parking lot landscaping.

II. To the maximum extent practicable, linkage shall be provided to adjacent public open space, parks, or trails.

III. The minimum dimension for nonresidential open space shall be ten feet and cover a minimum of 300 square feet, unless the area is a component of interior parking landscape and meets the requirements for open space credits for water harvesting described in Section 14-7.4(C)(3).

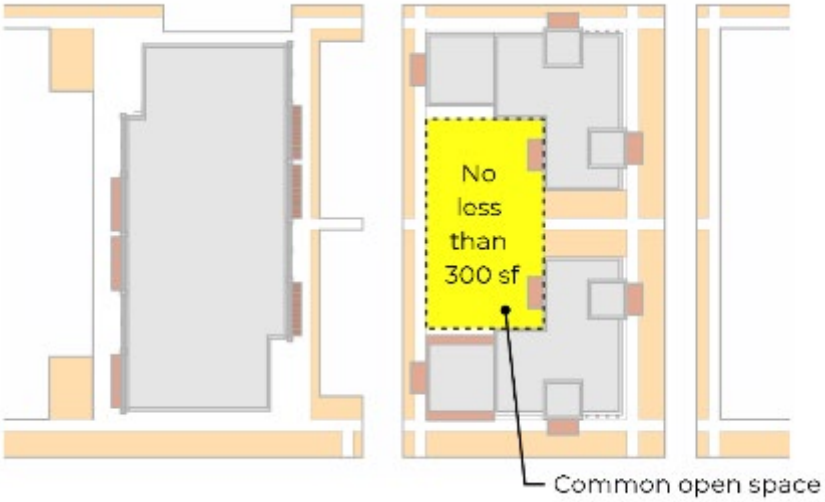


Figure 7.4-2: Nonresidential Common Open Space

3. Amount of Open Space Required

I. The percentage of required open space shall be calculated on the basis of total lot area and shall be no less than 25 percent unless the conditions described below in Section 14-7.4(C)(4), *Reductions in Required Open Space,* are met; then the required open space may be reduced by a maximum of ten percent of the total lot size. More restrictive requirements for individual zoning districts apply.

II. Any residential open space provided in a mixed residential and nonresidential development may be credited toward the total MU or nonresidential open space requirement.

III. An applicant for a construction permit shall not be required to lose existing parking spaces or other previously developed area in order to fulfill the open space requirement, but may not increase the intensity of a use or create an addition that would result in a decrease in open space below the minimum required, unless existing impervious surfaces are retrofitted for stormwater management as described in Section 14-8.4, *Landscape and Site Design.*

4. Reductions in Required Open Space

To encourage an increase in permeable surface area, to reduce stormwater runoff and erosion, to increase infiltration, and to encourage water conservation and water harvesting, the required open space may be reduced as follows:

I. The open space requirement for development that incorporates a passive water harvesting concept that is a primary component of stormwater management is 20 percent of the total lot area.

II. The open space requirement for development that incorporates an active water harvesting and distribution system that is a primary component of stormwater management and that is a component of outdoor irrigation or suitably treated for indoor use is 15 percent of the total lot area.

III. The reduction shall be earned through the application of engineering calculations that are submitted as a part of the landscape plan and the terrain management regulations provided in Section 14-8.2, *Terrain and Stormwater Management.* The calculations shall show the percentage of water harvested and the estimated water conserved based on the required water budget provided in Section 14-8.4(D), *Water Harvesting and Irrigation Standards*; and

IV. The open space reduction shall not result in an increase in parking area.

D. Additional District-Specific Requirements

1. BIP districts

I. To encourage pedestrian amenities and preservation of existing vegetation, open space shall be provided at a minimum of 40 percent of the total subject parcel.

II. As an incentive for providing commonly shared site amenities that may be appropriate to more urban development, the Planning Commission may grant that the square footage of shared site amenities counts double towards fulfilling the open space requirement; however, in no case shall the amount of open space be less than 25 percent of the total master plan area.

III. Site amenities shall be accessible, and may include the following examples:
   a. Interior trail systems;
   b. Small plazas;
   c. Fountains;
   d. Children's play areas; and
   e. Public art.

2. MU districts

A common, landscaped open area with seating shall be provided with a minimum size of 500 square feet per acre of development. The area shall be open to the sky, suitably lighted, and designed to encourage social interaction.

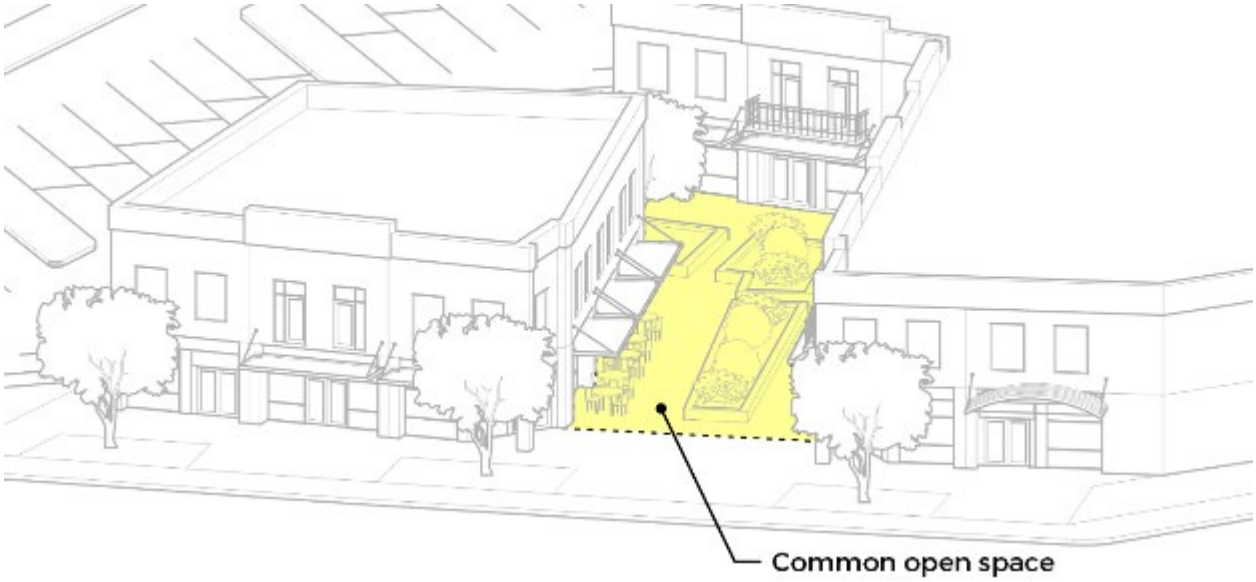


Figure 7.4-3: Mixed-use Open Space

3. C-2 District

   Open space is required for each dwelling unit at a minimum of 250 square feet.

14-7.5 Parking and Loading

A. Purpose

The section establishes regulations for the provision of safe and efficient parking and loading facilities sufficient to meet the need of existing and/or proposed land uses in Santa Fe. At the same time, the section seeks to provide flexible measures to avoid the over-provision of parking and mitigate its negative impacts, by reducing the extent of hardscape that contributes to stormwater runoff and heat island effect. Finally, the section seeks to acknowledge and expand multimodal transportation opportunities by requiring bicycle facilities with certain development.

B. Applicability

1. New Development

   All new development shall provide off-street parking and loading areas in accordance with the standards of this section, unless otherwise exempt by this code.

2. Expansion or Enlargement

   Any expansion or enlargement that results in an increase of floor area of greater than 15 percent, any increase in the number of dwelling units, or any expansion or enlargement that requires a conditional use approval, shall provide additional parking spaces on the basis of the expansion or enlargement, as required by Table 7-4: *Vehicle Parking Requirements*. Additional off-street parking and loading spaces are required only to serve the enlarged or expanded area, not the entire building or use.

3. Change of Use

   I. When the use of any building, structure, or premises changes in a manner that may be expected to increase the demand for parking, such as through addition of dwelling units, expansion of gross floor area, or increase in seating capacity, off-street parking shall be added in the amount required by Table 7-4.

   II. For a use with legally nonconforming parking, the number of spaces that are lacking may be subtracted from the number of required off-street parking spaces for any new use at the same location, so that the degree of nonconformity is maintained but does not increase.

4. BCD Exception

   New development, expansion, enlargement, or change of use within the BCD is exempt from the requirements of Table 7-4, however

   I. Bicycle parking is still required;

   II. ADA spaces in compliance with building code must be provided; and

   III. Any automobile parking that is provided shall comply with all applicable access, design, and maintenance standards as described in Section 14-7.5H.

C. Calculation of Vehicle Parking and Loading Requirements

1. Area Measurement

   All square footage-based parking and loading requirements shall be computed on the basis of gross floor area of the use. Structured parking within a building shall not be included in such computation.

2. Parking for Multiple Uses

   For sites with multiple uses, the required parking shall be the sum of the required parking for each of the uses on the site.

3. Fractions

   Any calculation that results in a fractional number may round down to the nearest whole number.

D. Vehicle Parking Requirements

The minimum number of off-street parking spaces shall be provided in accordance with Table 7-4: *Vehicle Parking Requirements*. If no number is given, no parking is required.

Table 7-4: Vehicle Parking Requirements

	Requirement
RESIDENTIAL	
Household Living	
Accessory building or structure	
Accessory dwelling unit	One space per unit if the accessory dwelling unit is less than 1,000 square feet, otherwise, two spaces per unit
Compound development	1 space per unit
Dwelling or residence ancillary to another approved use	
Dwelling, live-work	2 spaces per unit, plus required ADA parking
Dwelling, multi-unit	**5 units and over:** Less than 800 square feet of heated floor area: 1 assigned space and 0.25 unassigned space per dwelling unit 800-1,200 square feet of heated floor area: 1 assigned space and 0.5 unassigned space per dwelling unit More than 1,200 square feet of heated floor area: 1 assigned space and 1 unassigned space per dwelling unit
Dwelling, single-family attached	2 spaces per dwelling unit
Dwelling, single-family detached	
Dwelling, duplex	
Dwelling, triplex	1 space per dwelling unit
Dwelling, quadplex	
Home occupation	See Section 14-5.3.C6
In-home daycare	As determined by the Director
Manufactured home	2 spaces per dwelling unit
Mobile home, permanent installation	
Mobile home park	
Tiny home	1 space per dwelling unit

Table 7-4: Vehicle Parking Requirements

	Requirement
Group Living	
All group living, unless otherwise specified	8 or fewer residents: 2 spaces per group home More than 8 residents: 1 space per two beds
Boarding, dormitory, monastery, or convent	As determined by the Director
Continuing care community	1 space per dwelling unit; plus one space per 2 beds in congregate housing plus one space per 2 beds in a nursing care unit or extended care facility
Foster home	
Group residential care facility, correctional	As determined by the Director
Group residential care facility, large or small	
Personal care facility for the elderly	One space per each two beds
Sheltered care facility	As determined by the Director
AGRICULTURAL	
Agricultural home occupation	As determined by the Director
Aquaculture	
Aquaponics	
Composting facility	
Farm stand	
Farmers' market	
Hydroponics	
Stable, commercial	
Urban farm, ground level	
Urban farm, roof level, open air	
CIVIC, PUBLIC, AND INSTITUTIONAL	
Community and Cultural Centers or Facilities	
Cemetery, mausoleum, or columbarium	As determined by the Director
Museum	One space per each 250 square feet of net leasable area
Neighborhood or community center, including youth or senior centers	
Public park, playground, or playfield	As determined by the Director
Religious, educational, or charitable institution	One space per four seats, based on total capacity

Table 7-4: Vehicle Parking Requirements

	Requirement
Educational Facilities	
College or university, nonresidential	As determined by the Director
College or university, residential	
Elementary or secondary school, public or private	**Elementary and junior high schools:** One space for each classroom, workshop, laboratory or office plus one space per 200 square feet of auditorium, gymnasium and cafeteria **Senior high schools:** Four spaces for each classroom, workshop, laboratory or office plus one space per 200 square feet of auditorium, gymnasium and cafeteria
Vocational or trade school, light industrial	As determined by the Director
Vocational or trade school, non-industrial	
Emergency Services	
Police or fire station	As determined by the Director
Health Care and Extended Care Facilities	
Extended care, convalescent, nursing, recovery care facility	One space per each two beds
Hospital	One space per four beds, plus the number required, based on square feet measurement, for office, clinic, testing, research, administrative, teaching and similar activities associated with the principal use, at one space per each 350 square feet of net leasable area except for teaching facilities, which shall be one per each four seats
Hospital heliport	As determined by the Director
Medical or dental office or clinic	One space per each 200 square feet of net leasable area
Human Services	
Day care facility	Two spaces plus one additional space for each ten children
Human services establishment	One space per each 350 square feet of net leasable area except for lodging which shall be 1 space per 2 beds for dormitory rooms

Table 7-4: Vehicle Parking Requirements

	Requirement
	or 1 space per individual lodging unit
Public Transportation	
Transit transfer facility	One space per each 200 square feet of net leasable area
COMMERCIAL	
Animal-Related	
Doggie daycare	As determined by the Director
Kennel or boarding facility	
Pet grooming	
Veterinarian	
Arts Activities	
Arts and crafts studio, gallery, or school	As determined by the Director
Dance studio	
Film production	
Photography studio	
Assembly	
Reception or event center	As determined by the Director
Private club or lodge	One space per each 200 square feet of net leasable area
Cannabis Establishments	
Cannabis consumption area	As determined by the Director
Cannabis manufacturing, heavy	
Cannabis manufacturing, light	
Cannabis producer microbusiness	
Cannabis producer	
Cannabis research or testing laboratory	
Commercial cannabis retailer	
Food and Beverage	
Bar, cocktail lounge, nightclub, with or without outdoor entertainment	One space per each 200 square feet of net leasable area
Brewery, distillery, tasting room, winery	
Commissary kitchen	As determined by the Director
Food truck	
Mobile food court	
Outdoor dining	
Restaurant, fast service/take-out	One space per each 200 square feet of net leasable area
Restaurant, full service, with or without incidental alcohol service	
Restaurant with bar, cocktail lounge or nightclub comprising	One space per each 400 square feet of net leasable area

Table 7-4: Vehicle Parking Requirements

	Requirement
more than 25% of total serving area	
Restaurant, with drive-through/drive-up	One space per each 200 square feet of net leasable area
Lodging	
Bed and breakfast inn	0.7 space per rental unit
Campground or RV park	As determined by the Director
Conference or extended stay lodging facility	
Hotel, motel, or residential suite hotel	One space per rental unit
Short-term rental	**One bedroom:** One space **Two or more bedrooms:** 2 spaces
Vacation time share project	Same as household living, plus one employee space per six units (see page 1 of table for household living)
Office, Business, and Professional	
Bank or credit union	One space per each 350 square feet of net leasable area plus customer drive-in spaces as determined by the City
Business or professional office (excluding medical or dental office)	One space per each 350 square feet of net leasable area
Laboratory, research or testing	
Temporary on-site contractor's office	
Recreation and Entertainment	
Commercial recreation	As determined by the Director
Outdoor music	
Theater, live productions	One space per each three seats
Retail Sales and Services	
All retail stores, unless otherwise specified	One space per each 200 square feet of net leasable area
Flea market	One space for every 500 square feet of total vendor area as designated on the site plan
Laundromat	One space per each 400 square feet of net leasable area
Neighborhood grocery store	
Seasonal sales	
Sign shop	
Service Establishments	
Exercise, spa, or gym facility	Spaces equal to 30 percent of total permitted occupancy or as determined by the City

Table 7-4: Vehicle Parking Requirements

	Requirement
Hair salon or barber shop	One space per each 200 square feet of net leasable area
Personal service establishment	
Tailoring or alterations shop	
Sexually-Oriented Business	
All	As determined by the Director
Vehicles and Equipment	
Service and repair garage, including gas station	One space per each 200 square feet of net leasable area
Tire recapping and retreading	
INDUSTRIAL	
Automobile salvage or wrecking yard, or junkyard	One space per 1,700 square feet of land and building area
Light assembly and manufacturing	As determined by the Director
Warehouse and Storage	
Outdoor storage lot or yard	As determined by the Director
Self-storage facility	One per 10 storage areas
Warehouse and distribution	One space per 500 square feet of net leasable area
Wholesale operation	As determined by the Director
UTILITIES	
All, not otherwise listed separately	
Electrical distribution facility	
Electrical substation	
Electrical switching station	
Telecommunications facility	

E. Parking Alternatives

The alternatives described in this subsection offer new development the opportunity to request reduction of the amount of on-site parking that would normally be required for a given use or combination of uses on a site, as shown in Table 7-4.

1. Maximum Cumulative Reduction

   The maximum reduction of required parking spaces by any single parking alternative or combination of parking alternatives in this section is 20 percent, unless a parking demand study demonstrates that a greater reduction is warranted.

2. Parking Demand Study

   Some of the alternatives described in this section may require the provision of a parking demand study that demonstrates the need for a lower quantity of off-street parking than required by Table 7-4.

   I. The parking demand study shall be prepared by a traffic engineer and shall estimate parking demand for the proposed use based on the recommendations of the Institute of Traffic Engineers (ITE), Urban Land Institute, the American Planning Association, or other acceptable source of parking demand data for uses and/or combinations of uses of comparable activities, scale, bulk, area, and location.

   II. The parking demand study shall be subject to review and approval by the Planning and Land Use Director, confirming that the information and assumptions used in the study are reasonable and that the study accurately reflects anticipated off-street parking demand for the proposed use, development, or combination of uses.

   III. If an applicant submits a parking demand study demonstrating that anticipated off-street parking demand for the proposed use, development, or combination of uses will be less than that required in Table 7-4 and the Planning and Land Use Director determines that the information and assumptions used in the study are reasonable and that the study accurately reflects anticipated off-street parking demand for the proposed use, development, or combination of uses, the Planning and Land Use Director may authorize a reduction in required parking spaces based on the conclusions of the study.

3. On-Street Parking

   On-street parking may be counted toward the minimum number of required vehicle parking spaces on a one-to-one basis, subject to the following standards:

I. Where parking spaces are available on a local public street adjacent to a use or development, one on-street space may be substituted for an on-site space for every 20 linear feet of street frontage abutting the lot. On public streets, this reduction may not be used for residential development, except for live-work units.

II. On-street parking that is subject to residential parking permit restrictions or time restrictions is not eligible to meet any off-street minimum parking requirements for any use.

III. Only those legal on-street parking spaces abutting any lot line of the subject property may be counted.

IV. On-street parking along an arterial street shall not be used to meet any minimum parking requirements for any use.

V. Areas in front of or within 10 feet of a driveway, within 20 feet of a street intersection or within five feet of a fire hydrant shall not be counted toward meeting the minimum parking requirements for any use.

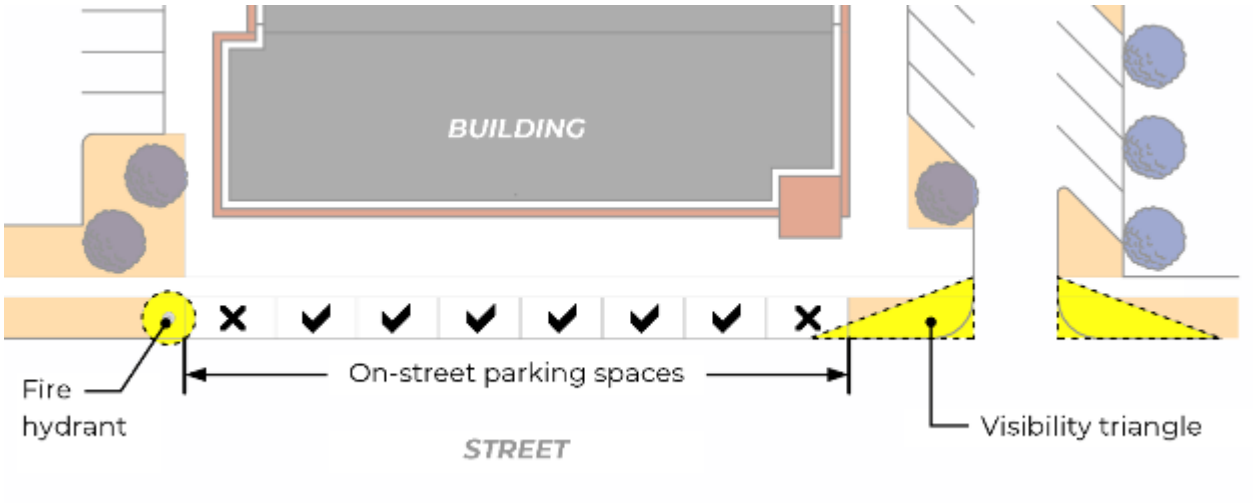


Figure 7.5-1: Visibility Triangle Limitations to On-Street Spaces

VI. Each on-street parking space may only be counted once toward meeting the minimum parking requirements of the abutting lot, regardless of the number of individual buildings or tenants on the lot.

VII. For private streets or gated developments, on-street parking abutting the lot line of the subject property may be used to satisfy the requirement for one of the two required spaces for single-family or duplex dwelling units. For three- or four-unit buildings and attached townhomes, one on-street space may be substituted for an on-site space for every 20 linear feet of street frontage abutting the lot.

VIII. No development or use approved with an on-street parking credit shall be considered nonconforming if the on-street parking is later removed by the City and the remaining off-street parking does not meet the minimum off-street parking requirements of this section.

4. Off-Site Parking

The Planning and Land Use Director may approve off-site parking for developments and/or uses with different operating hours or different peak business periods. All off-site parking shall comply with the following:

I. Limitations
   a. No more than 25 percent of the required parking for a given use or combination of uses, as indicated in Table 7-4, may be provided in the form of off-site parking.
   b. Off-site parking is not permitted for residential uses, except that a mixed-use building may provide a portion of the parking required for nonresidential uses through off-site parking.

II. Location
   a. Every off-site parking space shall be located within 500 feet (measured along a legal pedestrian route) of the property for which the off-site parking is provided.
   b. The Planning and Development Service Department may authorize farther distances for shared parking facilities where shuttle or valet services are available.
   c. Off-site parking may not be separated from the subject use by an arterial roadway.

III. Parking Demand Study Required

Off-site parking shall only be approved if the applicant clearly demonstrates the feasibility of off-site parking through a parking demand study, as described in Section 14-7.5E.2.

IV. Parking Agreement
   a. The proposed parking arrangement between the subject property and the property providing the off-site parking shall be reviewed and approved by the Planning and Land Use Department.
   b. The parking arrangement shall be formalized by written agreement and shall provide all parties the right to joint use of the shared parking area for as long as the shared parking spaces are needed to comply with this Code and shall be binding on subsequent owners or long-term lessees.
   c. An attested copy of an approved and executed agreement shall be recorded with the County Clerk before issuance of a Certificate of Compliance/Occupancy for any use to be served by the shared parking area.
   d. Any termination of the agreement does not negate the parties' obligations to comply with applicable parking requirements and thus shall constitute a violation of this Code. No use served by the shared parking may be continued if the shared parking becomes unavailable to the use unless substitute off-street parking spaces are provided in accordance with this section.
   e. If inspection indicates that the shared parking arrangement has been terminated and the Planning and Land Use Department determines that the termination has resulted in traffic congestion, overflow parking in residential neighborhoods, or threats to pedestrian, bicycle, or motor vehicle safety, the property owners involved in the shared parking arrangement may be held in violation of this Code.

5. Shared Parking
   I. Combined uses on the same premises shall provide the combined total number of spaces required for each use separately, unless a shared parking plan is approved.
   II. Uses on premises comprising more than one legal lot of record may provide shared parking in accordance with an approved shared parking plan.
   III. Parking required for uses located on adjoining lots in RAC, C, BCD, BIP, MU, SC or I districts, for institutional uses located on adjoining lots in residential districts, or for a qualifying project within the Midtown LINC Overlay District, may be provided on a joint basis. Within the joint parking areas, the spaces required for each of the participating uses shall be marked on the parking plan and maintained as allocated to the individual use, unless a shared parking plan is approved.

IV. Cumulative parking space requirements for mixed-use occupancies or adjoining mixed-uses may be reduced if the applicant demonstrates that the peak requirements of the several occupancies occur at different times, such as mid-day for office uses and evening for residential uses, as supported by a parking demand study.

V. If the reduction is supported by a parking demand study, the number of spaces specified in Table 7-4 may be reduced by a land use board pursuant to a conditional use approval or development plan.

VI. Reduction in the total number of spaces required by this section for qualifying projects within the Midtown LINC Overlay District shall be approved by the Planning and Land Use Director pursuant to Section 14-2.1(F)(4)(II)(c)(3) if the reduction is supported by a parking demand study prepared by the qualifying project applicant. In addition to the shared parking provisions of this subsection, the total number of spaces required as determined by a shared parking plan or parking demand study may be reduced by the number of on-street parking spaces present in the Midtown LINC Overlay District adjacent to a qualifying project.

6. Proximity to Transit and Multimodal Infrastructure

Except for single-family dwellings, the number of required on-site parking spaces may be reduced by 10 percent from the requirements in Table 7-4for development within 500 feet, measured along a public sidewalk or multi-user trail, of a fixed transit stop or a major commuter trail.

7. Provision of Transit Facility

The number of required on-site parking spaces may be reduced by five percent if the property owner enters into an agreement with the City wherein the property owner grants the City the right to use a portion of the property for a City transit facility.

I. Whether or not the site is a suitable location for a transit facility is at the sole discretion of the City.

II. The amount of reduction and the terms of the agreement shall be subject to review and recommendation by the planning and land use department, the Transit Division and the City Attorney's Office and shall be based upon the City's specific transit needs at the site, the anticipated reduction in parking demand due to the facility and specific characteristics and considerations of the site.

III. The agreement may be in the form of an easement, dedication or long-term lease approved by the Governing Body.

8. On-Site Car Share Vehicles

Development that provides a permanent, on-site parking space for a car share vehicle may reduce by five percent the number of required on-site parking spaces

specified in Table 7-4, for each permanent car share space provided, up to four spaces.

9. Parking Structures

I. When a parking structure is provided, the amount of off-street parking required for the use or uses, as indicated in Table 7-4, may be reduced by 20 percent for structured parking and 25 percent for underground parking.

II. The height of an above-ground parking structure shall not exceed the height of the principal building it is intended to serve. Where no principal building exists, the maximum height of the parking structure shall be limited to the maximum building height allowed in the zoning district in which the structure is located.

10. Commercial Parking Facilities

Commercial parking facilities, whether surface lots or structured parking, that are available for use by the general public and located within 500 feet of the subject property may be counted towards up to ten percent of the total amount of required off-street parking.

11. Affordable and Senior Housing

The minimum parking requirement for multi-unit residential structures may be reduced by 25 percent if:

I. At least 25 percent of the dwelling units are income-restricted for a period of at least 30 years to households earning 80 percent or less of Santa Fe's Area Median Income (AMI);

II. Certain SFHP housing developments are eligible for other parking reductions as described in Section 14-7.2(F)(2)(III); or

III. At least 75 percent of the dwelling units are restricted for occupancy by persons 60 years of age or older.

F. ADA Accessible Parking Space Requirements

1. Minimum Required Spaces

Accessible parking shall be provided as shown in Table 7-5: *Accessible Parking Space Requirements*.

Table 7-5: Accessible Parking Space Requirements

Total Spaces in Parking Lot	Minimum Number of Accessible Spaces
1 to 25	1
25 to 50	2
51 to 75	3
76 to 100	4
101 and up	1 additional accessible space for every 50 parking spaces (or fraction thereof)
Van Accessible Spaces	

Table 7-5: Accessible Parking Space Requirements	
Total Spaces in Parking Lot	**Minimum Number of Accessible Spaces**
One van accessible space is required for every 6 accessible spaces (or fraction thereof), such that if a parking lot is required to have one accessible space, it will be a van space; for two accessible spaces, one must be a van space, etc.	

2. Additional Standards

   I. Any use that receives a parking reduction as a result of one of the options listed in Section 14-7.5(E), *Parking Alternatives,* shall still be obligated to provide accessible spaces based on the full required number of parking spaces for that use, prior to any approved reductions.

   II. Medical care occupancies specializing in the treatment of persons with mobility impairments shall provide 20% accessible spaces.

   III. Hospital outpatient medical care facilities shall provide10% accessible spaces.

   IV. Accessible spaces shall be in close proximity to building entrances, connected by the shortest accessible route to the accessible building entrance or facility they serve. If a parking facility serves multiple buildings or multiple accessible entrances, accessible parking spaces should be dispersed in multiple locations to enable people to park as close to accessible entrances as possible.

3. Exceptions

   The requirements in Table 7-5 shall not apply to residential structures with three or fewer dwelling units.

4. Accessible Space and Access Design

I. Any accessible space, access routes, and passenger loading zones shall be designed in accordance with the 2024 American National Standards published by the Council of American Building Officials.

II. Standard accessible spaces shall be minimum 8 feet wide alongside a 5-foot-wide access aisle.

III. Van spaces shall be a minimum 11 feet wide alongside an 8-foot wide access aisle and have a minimum vertical clearance of 98 inches.

IV. An access aisle located between and serving both a standard space and a van space may be five feet wide.

V. Access aisles shall be parallel to the full length of the adjacent space, and level with the accessible space(s) with no barriers or impediments to movement between the access aisle and the sidewalk/building. Figure 7.5-2 below illustrates the applicable requirements.

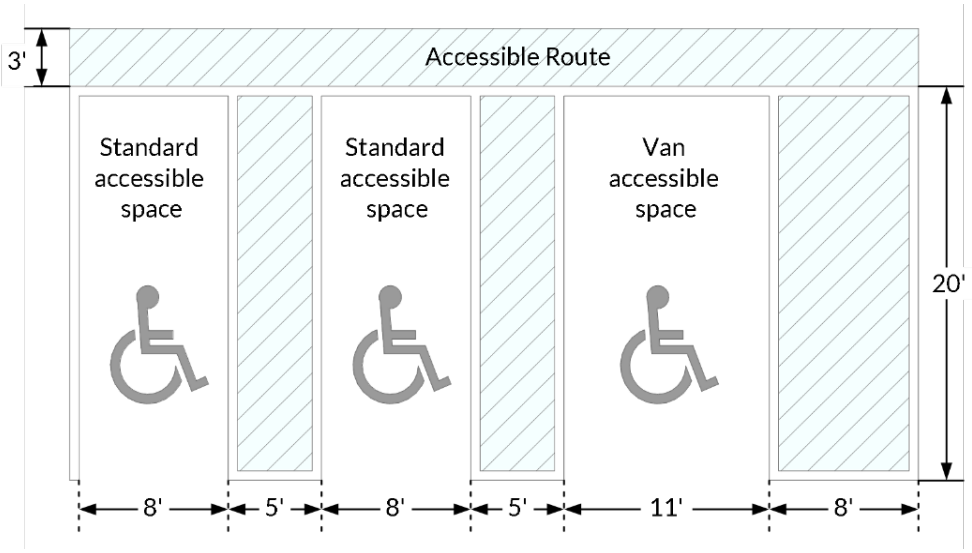


Figure 7.5-2: Accessible Space and Access Design

G. EV Charging Space Requirements

1. Purpose

The purpose of requiring providing electric vehicle (EV) charging infrastructure is to accommodate a changing vehicle market and emerging vehicle technologies, improve air quality, and reduce greenhouse gas emissions.

2. Applicability

The requirements of this subsection apply to new development.

3. General Requirements

EV infrastructure requirements are categorized as follows:

I. EV-Capable

Parking spaces equipped for future EV charging by providing dedicated electrical capacity in the service panel and conduit to the EV-capable charging station.

II. EV-Installed

Parking spaces reserved for EVs to provide drivers the ability to charge their EV using installed charging stations.

4. Number of Spaces Required by Use

The parking requirements of this subsection are intended as minimum requirements. EV-Capable and EV-Installed charging spaces count towards minimum parking space requirements and shall be provided in accordance with Table 7-6.

Table 7-6: EV Charging Space Requirements for New Development

Use	Number of Spaces	Applicability[1]
RESIDENTIAL		
Single-family dwelling	One Level 2 outlet (240 volt)	N/A
Multi-unit dwelling	25% EV-Capable 3% EV-Installed	Developments that require 25 parking spaces or more
NONRESIDENTIAL		
Retail and Personal services	10% EV-Capable, 3% EV-Installed	Developments that require 25 parking spaces or more
Recreational or Entertainment Facilities	25% EV-Capable, 3% EV-Installed	Developments that require 25 parking spaces or more
Hotel or other commercial lodging of 5 or more units (including vacation time share and bed and breakfast inns)	25% EV-Capable, 3% EV-Installed	Developments that require 10 parking spaces or more
School, group assembly, or cultural institution	10% EV-Capable, 3% EV-Installed	Developments that require 25 parking spaces or more
Warehouse and Distribution, and other industrial	5% EV-Capable, 3% EV-Installed	Developments that require 25 parking spaces or more

NOTES:

[1] Based on the required parking spaces..

5. Accessibility

Multi-unit and nonresidential developments shall provide at least one EV-Installed ADA compliant charging station adjacent to an ADA-designated space. ADA compliant EV-Installed charging stations are required at the rate of one space for every 50 required EV-installed parking spaces.

6. Signage

Each EV-Installed charging station shall be signed to indicate that it is reserved for and may only be used for electric vehicles.

H. Design and Maintenance of Parking and Loading Areas

1. General Standards

All off-street parking spaces and parking lots shall meet the standards set forth in this subsection, along with any additional standards shown on an approved site plan. Parking spaces shall:

I. Be designed, maintained, and regulated so that no portion of a parked vehicle or maneuvering incidental to parking shall be on any street, walk, or alley; provided that the public works director may approve parking lots serving one or two dwelling units and comprising four or fewer parking spaces designed to allow vehicles to back onto a street classified as a subcollector or lane, onto a walk or alley, or in exceptional circumstances onto a street classified as an arterial or collector;

II. Be designed to avoid tandem parking, where one vehicle must be moved to access another, except in attended lots, multi-unit developments with two assigned spaces, single-family dwellings where not more than two spaces assigned for use to the same dwelling unit may be arranged in tandem;

III. Be fronted with immovable barriers such as bollards or fences that prevent vehicles from extending over the public sidewalks, abutting lots or the minimum required landscaped area (see Section 14-8.4H.3, *Perimeter Parking Lot Landscaping)*, and that prevent vehicles from obstructing building entries and ADA accessible routes;

IV. Be designed to discourage parking lot traffic from accessing directly onto major arterial streets, unless no reasonable alternative is available;

V. Be appropriately marked to indicate the location of the spaces; and

VI. Be available at all times for parking the personal vehicles of employees and customers or residents and guests for which the spaces are required. Required parking spaces shall be unobstructed and shall not be used for storage, display, sales or parking of commercial or other vehicles used by employees in the conduct of the use for which the spaces are required, unless an itinerant vending permit or conditional use approval has been issued. Required off-street loading spaces shall not be included as off-street parking spaces in the computation of required off-street parking.

VII. Driveways and parking lot aisles shall not direct vehicle traffic toward a primary pedestrian entryway to a nonresidential or multi-unit residential building with installation of bollards or other safety barriers that prevent accidental vehicle collisions with the entryway and pedestrians in front of the entryway.

2. Compliance

Compliance with the provisions of this subsection is required for the following:

I. Development on City-owned land;
II. Subdivision plats, except lot split and resubdivision plats;
III. Development plans;
IV. Master plan; and
V. Construction permits and conditional use approvals as follows:
   a. All new nonresidential and multi-unit construction resulting in an enclosed structure with a gross floor area greater than 1,000 square feet; and
   b. For additions or remodeling of existing nonresidential and multi-unit structures where cost for the required improvements shall be at least 20 percent of the project's construction valuation, in addition to the cost of required landscape improvements described in Section 14-8.4B.

3. Parking Space Requirements

I. Required parking spaces shall be arranged and constructed in accordance with parking and driveway standards shown in the following illustrations and tables.
II. Figure 7.5-3 shows non-angled parking space requirements.

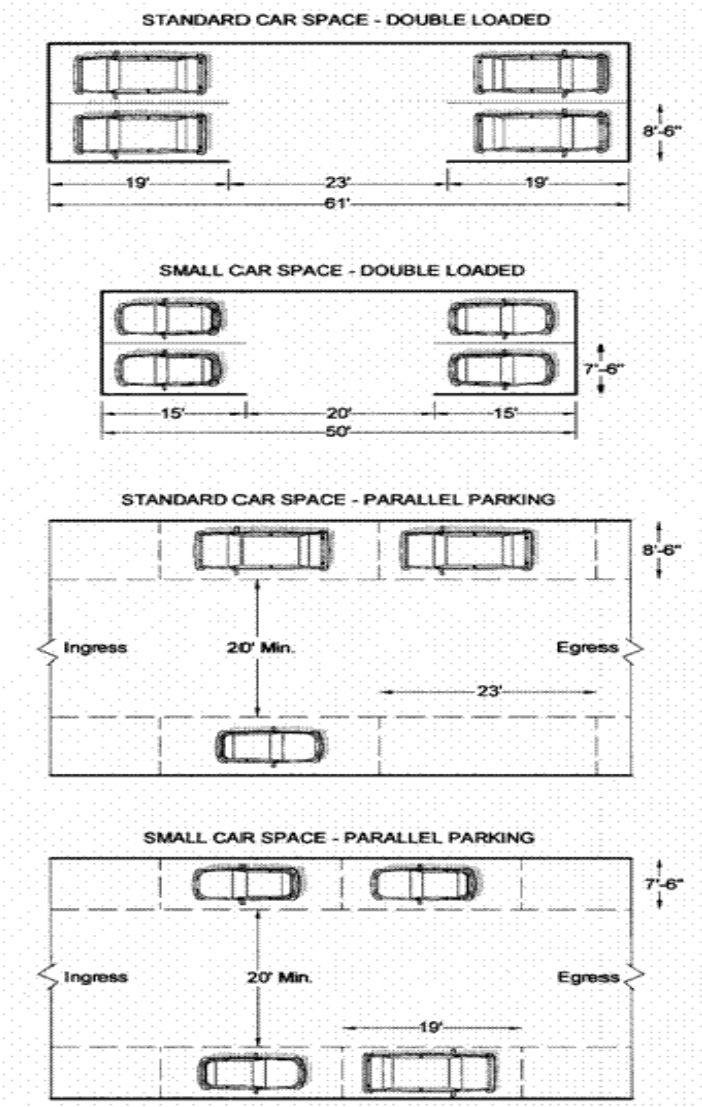
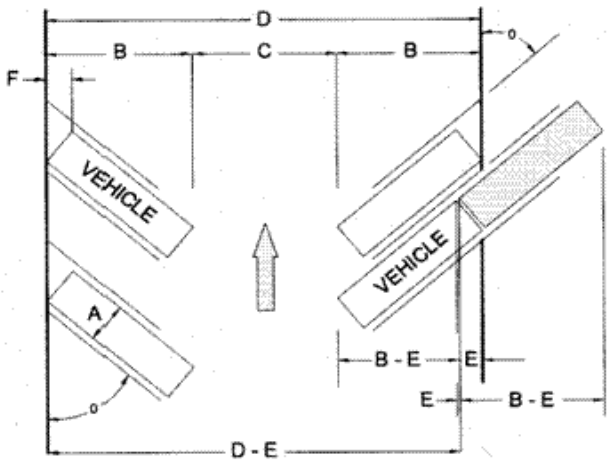


Figure 7.5-3: Non-Angle Parking Requirements

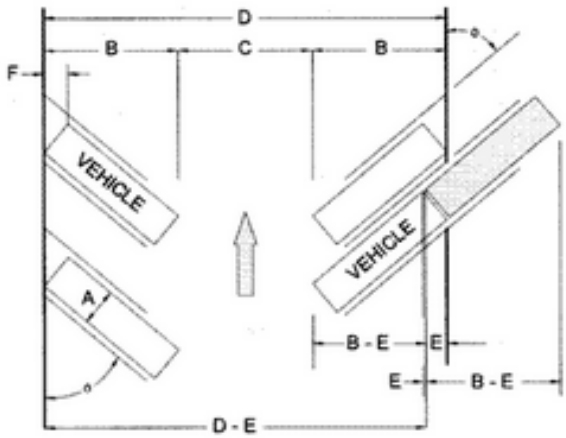
III. Figure 7.5-4 shows layout and dimensional standards for all sizes of vehicles.



Angle	Minimum Width (A)	Vehicle Projection (B)	Aisle (C)	Typical Module (D)	Interlock Reduction (E)	Overhang (F)
45	8'-4"	17'-4"	12'-3"	46'-22"	2'-0"	2'-0"
50	8'-4	18'-0"	12'-9"	48'-9"	1'-10"	2'-1"
55	8'-4	18'-6"	13'-3"	50'-3"	1'-7"	2'-2"
60	8'-4	18'-10"	14'-3"	51'-11"	1'-4"	2'-3"
65	8'-4	19'-0"	15'-2"	53'-2"	1'-2"	2'-4"
70	8'-4	19'-2"	16'-1"	54'-5"	0'-11"	2'-5"
75	8'-4	19'-0"	17'-6"	55'-6"	0'-8"	2'-6"
90	8'-4	18'-0"	22'-6"	58'-4"		2'-8"

Figure 7.5-4: Parking Module Dimensions for All Vehicle Sizes

IV. Figure 7.5-5 shows layout and dimensional standards for compact and standard vehicles.



Angle	Stall Type	Minimum Width (A)	Vehicle Projection (B)	Aisle (C)	Typical Module (D)	Interlock Reduction (E)	Overhang (F)
45	CO	7'-6"	15'-2"	10'-9"	41'-1"	1'-6"	1'-6"
	STD	8'-6"	18'-4"	13'-0"	49'-8"	2'-3"	2'-3"
50	CO	7'-6"	15'-8"	11'-2"	42'-6"	1'-4"	1'-7"
	STD	8'-6"	19'-2"	13'-6"	51'-10"	2'-0"	2'-4"
55	CO	7'-6"	16'-0"	11'-7"	43'-7"	1'-2"	1'-8"
	STD	8'-6"	19'-8"	14'-0"	53'-4"	1'-9"	2'-5"
60	CO	7'-6"	16'-4"	12'-6"	45'-2"	1'-0"	1'-8"
	STD	8'-6"	20'-0"	15'-0"	55'-0"	1'-6"	2'-6"
65	CO	7'-6"	16'-5"	13'-3"	46'-1"	0'-10"	1'-9"
	STD	8'-6"	20'-2"	16'-0"	56'-4"	1'-3"	2'-7"
70	CO	7'-6"	16'-5"	14'-1"	46'-11"	0'-8"	1'-10"
	STD	8'-6"	20'-4"	17'-0"	57'-8"	1'-0"	2'-8"
75	CO	7'-6"	16'-6"	15'-4"	49'-4'	0'-6"	1'-10"
	STD	8'-6"	20'-2"	18'-0"	58'-4"	0'-9"	2'-9"
90	CO	7'-6"	15'-0"	19'-0"	50'-0"		2'-0"
	STD	8'-6"	19'-0"	23'-0"	61'-0"		3'-0"

Figure 7.5-5: Parking Module Dimensions for All Compact and Standard Size Vehicles

V. No required off-street parking space shall be located within the right-of-way of any street, roadway or public alley.

4. Parking Structures

I. Parking structures shall have architecturally compatible, articulated façades designed to screen the view of parked vehicles from all floors above the ground floor except on façades abutting an alley.

II. In a MU district, if 80 percent of the ground floor of any side of an above-grade parking structure is adjacent to a public street, except an alley, or adjacent to a public open space or plaza, it shall be constructed to an adequate depth to allow future occupancy by a commercial or other non-parking permitted use allowed in the MU district.

5. Loading Standards

I. General Requirements

a. Loading space shall be paved in conformance with paving requirements specified in off-street parking standards.

b. All permitted or permissible uses requiring loading space for normal operations shall provide adequate loading space so that no vehicle being loaded or unloaded in connection with normal operation shall stand in or project into any public street, walk, alleyway, front required yard, required parking space or access aisle, common ingress-egress easement, or ADA accessibility route, or obstruct a building entry or exit.

c. The minimum dimensions of the loading space shall be scaled to accommodate the largest vehicle used for pickups and deliveries, including vertical clearance.

II. Additional District-Specific Requirements

a. In SC districts, space for normal off-street loading operations shall be provided at the rear or side or beneath any shopping center building.

b. In I-1 and I-2 districts, there shall be adequate area for storing any vehicles used incidental to or as part of the primary operation of the establishment.

c. In the C-2 district, loading areas shall not be allowed within 50 feet of the front lot line and truck loading shall be confined to the rear or sides of buildings.

I. Provisions for Specific Districts

1. Off-Street Visitor Parking in Single-Family Developments

In single-family residential developments, if driveways are located in such proximity to each other that on-street parking is judged inadequate for visitors, the Planning Commission may require that additional visitor parking of up to one-half space per dwelling unit be accommodated within the development.

2. C-2

I. The parking requirements established in this subsection shall be met at the time of application for certificates of occupancy or for business registration by either on-site off-street parking or off-street parking located within 600 feet of the nearest property line of the parcel.

II. Leased parking is acceptable when documentation is provided for a lease duration of at least five years, and a site plan demonstrates that, even with the leased spaces. the lessor property still complies with the requirements of Table 7-4Table 5-1. The lessee shall submit a site plan with the application that includes all parking spaces on the lessor property and delineates the spaces to be leased. The leased parking spaces shall be designated for the exclusive use of the lessee on the site plan and shall be so reserved by clear, appropriate signage on the lessor property.

III. Any modification of the parking requirements granted by the Board of Adjustment shall not constitute a waiver of the assessment fee.

3. BIP Districts

I. The configuration and distribution of parking areas may be proposed for the entire site or portions of the site and need not be allocated on an individual lot basis.

II. Truck loading shall be confined to the rear and sides of buildings. To the extent possible, areas for outdoor storage, trash collection and loading shall not be located adjacent to residential lots. Where such facilities are located adjacent to residential lots, they shall include a solid acoustic buffer. In all cases, the areas shall be effectively screened from public view. Signs shall be installed prohibiting vehicular idling in areas adjacent to residential lots. Areas for outdoor storage, trash collection and loading shall be incorporated into the primary building design and construction for these areas shall be of materials of comparable in quality and appearance to the building. Visual and acoustic impacts of these functions shall be mitigated to the greatest extent possible. When the loading or refuse collection area is adjacent to a residential district, signs shall be installed prohibiting deliveries and collections between 10:00 p.m. and 6:00 a.m.

4. MU District

I. The configuration and distribution of parking areas may be proposed for the entire site or portions of the site and need not be allocated on an individual lot basis.

II. The quantity of parking provided may be reduced if approved by the Planning Commission concurrently with the development plan.

J. Off-Street Bicycle Parking Requirements

1. Purpose

   To support the viability of multimodal transportation options, bicycle parking spaces are required as described in this section.

2. Applicability

   The requirement to provide off-street bicycle space parking shall apply to all uses except single-family residential uses.

   I. New Development

      Off-street bicycle parking is required for new development as indicated in Table 7-7: *Required Bicycle Parking*.

   II. Expansion of Existing Development

      Off-street bicycle parking is required in compliance with Table 7-7: *Required Bicycle Parking* when an existing development increases floor area, seating capacity, required parking spaces, or through the addition of dwelling units, other than single-family homes.

3. Calculation of Bicycle Parking Requirements

   I. Area Measurement

      All square footage-based requirements shall be computed on the basis of gross floor area of the subject use. Structured parking within a building shall not be included in calculation of gross floor area.

   II. Parking for Multiple Uses

      For sites with multiple uses, the required bicycle parking shall be the sum of the required parking for each of the uses on the site.

   III. Fractions

      Any calculation that results in a fractional number may round down to the nearest whole number.

4. Number of Required Bicycle Parking Spaces

   Off-street bicycle spaces and racks shall be provided in accordance with Table 7-7.

Table 7-7: Required Bicycle Parking

Use	Short-Term Parking Spaces	Long-Term Parking Spaces
Residential		
Group living (including boarding house, dormitory, monastery, or convent)	1 space for every 6 beds, based on maximum capacity; minimum 2 spaces	1 space per 20 residents
Multi-unit residential development[1]	0.05 spaces per bedroom for units without individual private garages; minimum 2 spaces	0.5 spaces per bedroom for units without individual private garages. One e-bike charging outlet shall be provided for each 4 required long-term spaces.

Table 7-7: Required Bicycle Parking		
Use	**Short-Term Parking Spaces**	**Long-Term Parking Spaces**
Community and Cultural Facilities		
All	1 space per 2% of maximum capacity; minimum 4 spaces	1 space per 20 employees; minimum 2 spaces
Educational Facilities		
Elementary, middle, or high school	2 space for every 20 students, based on maximum enrollment; minimum 4 spaces	1 space per 20 employees; minimum 2 spaces
Post-secondary educational facility	2 space for every 20 students, based on maximum enrollment; minimum 4 spaces	1 space per 20 employees; minimum 2 spaces
Health Care and Human Services Facilities		
Hospital	Up to 20,000 sq ft: minimum 4 spaces Over 20,000 sq ft: 1 space per 20,000 sq ft or portion thereof	1 space per 20,000 sq ft; minimum 2 spaces
Medical or dental office or clinic	Up to 20,000 sq ft: minimum 4 spaces Over 20,000 sq ft: 1 space per 20,000 sq ft or portion thereof	1 space per 20,000 sq ft; minimum 2 spaces
Other medical or human services facilities	Up to 20,000 sq ft: minimum 4 spaces Over 20,000 sq ft: 1 space per 20,000 sq ft or portion thereof	1 space per 20,000 sq ft; minimum 2 spaces
Commercial		
Office	Up to 20,000 sq ft: minimum 4 spaces Over 20,000 sq ft: 1 space per 20,000 sq ft or portion thereof	1 space per 20,000 sq ft; minimum 2 spaces
Personal services	1 space per 5,000 sq ft: minimum 2 spaces Over 20,000 sq ft: 1 space per 20,000 sq ft or portion thereof	1 space per 20,000 sq ft; minimum 2 spaces
Recreation and entertainment	1 space per 2% of maximum capacity; minimum 4 spaces	1 space per 20 employees; minimum 2 spaces
Restaurant, bar, or similar establishment	1 space per 2% of maximum capacity; minimum 2 spaces	1 space per 20,000 sq ft; minimum 2 spaces
Retail	1 space per 5,000 sq ft: minimum 2 spaces Over 20,000 sq ft: 1 space per 20,000 sq ft or portion thereof	1 space per 12,000 sq ft; minimum 2 spaces
Shopping center	Sum of individual uses, or 1 space per 5,000 sq ft: minimum 2 spaces	Sum of individual uses, or 1 space per 20 employees, whichever is greater; minimum 2 spaces

Table 7-7: Required Bicycle Parking		
Use	**Short-Term Parking Spaces**	**Long-Term Parking Spaces**
	Over 20,000 sq ft: 1 space per 20,000 sq ft or portion thereof	
Transit Facilities		
Transit center/Rail stop	1% of peak period a.m. ridership	At least 5 percent of spaces provided must be long-term spaces

NOTES

[1] Multi-unit development that has controlled-access structured parking, individual garages, or private, locked storage external to each unit shall only be required to provide short-term bicycle spaces.

5. Location and Design Standards

I. Location Standards

a. Unless placement of short-term bicycle parking spaces has been approved within the right-of-way, bicycle parking spaces shall be on the same site as the building or use they serve.

b. Outdoor racks shall be placed within 100 feet of the primary entrance(s) of the buildings they serve, and connected to the entrance by a clearly delineated, well-lit pathway. Where bicycle parking spaces access a pedestrian route to a building entrance, no parked bicycle shall impede the pedestrian pathway.

c. Where buildings have more than one entrance, or developments have more than one building, bicycle parking spaces shall be distributed throughout the site.

d. Bicycle parking areas shall be separated from vehicular parking areas. The separation may be accomplished through grade separation, or physical barriers, such as fenced areas, curbs, wheel stops, bollards, or other similar features. Any fencing should not be opaque or otherwise impede visibility into the enclosure.

e. Long-term bicycle spaces shall be located within a controlled access enclosure, such as an enclosed indoor room, a garage or shed, or bicycle lockers.

II. Design Standards

a. The area devoted to bicycle parking must be hard-surfaced.

b. Each required bicycle parking space must be accessible without needing to move another bicycle.

c. Short-term bicycle racks shall accommodate both chain and U-shaped locking devices supporting the bicycle frame at two points at least six inches apart horizontally.

d. Racks may be ground- or wall-mounted and securely affixed or bolted to the ground or wall. Racks shall enable the frame and one or both wheels to be secured. Figure 7.5-6 below shows examples of short-term rack design; however, other designs are acceptable if they meet the standards of this section.

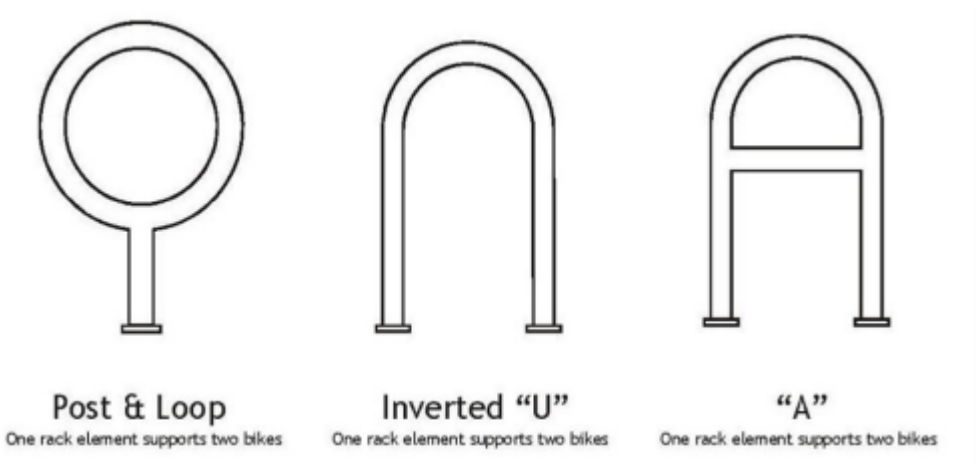


Figure 7.5-6: Short-Term Bicycle Racks

e. Racks placed adjacent to one another must be separated by a minimum distance of three feet. A six-foot minimum aisle width, measured tip to tip of racks across multiple rows, is required. See Figure 7.5-7 below.

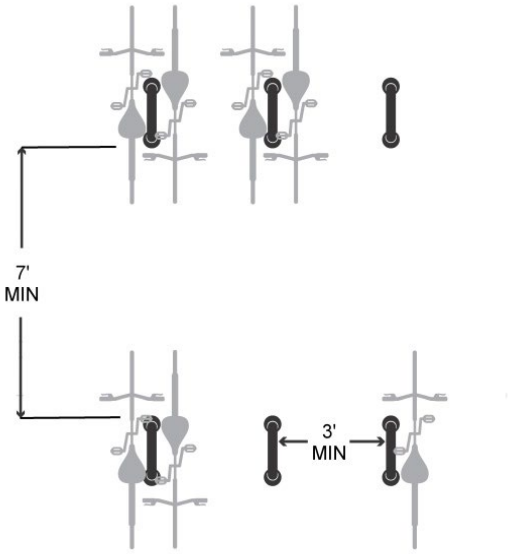


Figure 7.5-7: Bicycle Rack Spacing Requirements

f. There must be an aisle at least five feet wide behind all required bicycle parking to allow for maneuvering the bicycle. Where bicycle parking is next to a sidewalk or pedestrian aisle, the maneuvering area may extend into the sidewalk.

g. When placed perpendicular to a wall, curb, or pedestrian aisle, racks must be at least three feet from the wall, curb, or pedestrian aisle to the nearest vertical component of the rack.

h. When placed parallel to a wall, curb, or pedestrian aisle, racks must be at least three feet from the wall and two feet from the curb or pedestrian aisle.

K. Approval Procedures

1. Applications; Parking Plan

   Applications for construction permits, conditional use approvals, development plans or other development approvals shall include parking plans that show compliance with applicable requirements of this section, adopted parking and driveway standards, and other applicable provisions of Chapter 14 as required by the Planning and Land Use Director. The applicant shall also obtain any access permits required by Chapter 23, *Streets, Sidewalks and Public Places*; or required by state or federal law or regulation.

2. Review of Plans

   Parking plans, including shared parking plans, shall be reviewed by the Planning and Land Use Director for compliance with this section.

3. Special Provisions for Shared Parking Plans

   I. An application for a shared parking plan shall contain a parking demand study or other information required by the Planning and Land Use Director and shall include plans showing the proposed shared parking facilities in relation to the uses for which they are to be provided.

   II. Pursuant to the same procedure and subject to the same limitations and requirements by which the shared parking plan is approved, a shared parking plan may be amended or withdrawn, either partially or completely, if all land and structures remaining under the special plan and if all land and structures withdrawn from the shared parking plan comply with the provisions of this article.

   III. Upon approval of a shared parking plan, a copy of the plan shall be recorded in the office of the County Clerk and its contents shall:
      a. Be binding upon the applicants, their heirs, successors and assigns;
      b. Limit and control the issuance and validity of all construction permits and certificates; and
      c. Restrict and limit the use and operation of all land and structures included within the shared-use plan to conditions and limitations specified in the plan.

14-7.6 Signs

A. Purpose

This section is intended to establish a comprehensive system of sign regulation that balances the need for visibility and effective communication with having a well-maintained, safe, and attractive environment within the City. It is the intent of this section to promote the health, safety, general welfare, and aesthetics of the City by regulating signs that are intended to provide reasonable communication to the public to achieve the following specific purposes:

1. Eliminating potential hazards to motorists and pedestrians using the public streets, sidewalks, and rights-of-way;
2. Safeguarding and enhancing investment and property values;
3. Controlling public nuisances;
4. Protecting government investments in public buildings, streets, sidewalks, traffic control and utility devices, parks, and open spaces;
5. Preserving and improving the appearance of the City through adherence to reasonable aesthetic principles; and
6. Encouraging signs designed to be integrated with and harmonious to the surrounding environment and the buildings and sites they occupy.

B. Applicability

1. General

   No sign intended to be read from off a premises shall be erected or constructed without a construction permit, except as otherwise provided in this section.

2. Exception for Government Banners

   The standards of this section shall not apply to banners that the city uses to identify the geographic location associated with local business groups, neighborhoods, or community groups; the dates associated with important civic milestones, activities, or holidays; or a sense of place and community; and that are erected by the city or a permittee.

I. All banner designs shall include the words "City of Santa Fe" in a standard format authorized by the Planning and Land Use Department or the official City seal.

II. The Planning and Land Use Department and the City Attorney must approve banner designs for compliance with this exception and the Public Works Department must approve the proposed manner and location of banner installation.

III. After a proposed banner's design and installation are approved administratively, the Governing Body may permit use of banners by adopting a resolution, specifying the appropriate date(s), location(s), number, installation, maintenance, and cost allocation, if applicable.

IV. The city is not responsible for any costs associated with third-party requests to erect banners.

V. By erecting or permitting banners on City-owned property, the City does not intend to create or open City property as a public forum for expressive activity; nor does the City intend to create a venue or forum for political, religious, or other controversial subjects or non-City speech.

C. Signs Allowed in All Districts Without a Permit

The following signs are permitted in any zoning district without a permit, provided the number or area of the sign(s) does not exceed what is allowed:

1. Signs no greater than one square foot, not to exceed three signs per premises.
2. Signs related to events that comply with the following:
   I. Erected for a limited duration, up to ninety days.
   II. For residential properties, no more than four square feet, with the top of the sign mounted no higher than three feet above the ground.
   III. For commercial properties, no more than 16 square feet and with the top of the sign mounted no higher than five feet above the ground. For each 150 linear feet of lot line adjacent to a public street, one additional sign meeting the same dimensions is permitted. Such signs are to be ground-mounted on or within the premises.
   IV. On the day of an event, up to two signs not exceeding four square feet may be placed in the parkway on the day of the event, promptly removed upon the conclusion of the event. Such signs shall be ground-mounted, with the top of the sign no more than three feet in height above the ground.
   V. Any such signs found to be in violation of Chapter 14 shall be immediately removed by the City, at the sign owner's expense.
3. One temporary sign for an event on the premises where the event is to be conducted, not exceed two square feet. On the day of the event, up to four signs not exceeding two square feet each may be placed in the parkway and must be promptly removed upon the conclusion of the event. Such signs shall be ground-mounted and the top of the sign shall not exceed three feet in height above the ground.

D. Prohibited Signs

1. Off-Site Advertising
   I. No off-site advertising is allowed except as set forth in Section 14-7.6G, *Temporary and Portable Signs*.
2. Obstructions
   I. No sign shall be erected, relocated, or maintained such that it prevents free ingress to or egress from any door, window, or fire escape; no sign of any kind shall be attached to a standpipe or fire escape.
   II. No sign or other advertising regulated by this section or Section 14-7.3*, Architectural Design Review,* shall be erected at the intersection of any street in a manner that obstructs free and clear vision; at any location where by reason of position, shape or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device; or which makes use of the words "STOP," "LOOK," "DANGER," or any other word, phrase, symbol or character in a manner that may interfere with, mislead, or confuse traffic.
3. Obscenity

No sign or other advertising structure may depict obscene matter.

4. Flashing or Illumination

No sign shall be erected or maintained that contains, includes, or is illuminated by, any flashing light, electronic change in messages, electronic change in background colors, electronic change in light intensity, or electronic video display, except:

I. Those giving public service traffic information such as lane closures, road closures, and detours; and

II. Electronic messaging signs that comply with the standards in Section 14-7.6(F)(3)(II), *Electronic Message Signs*.

5. Movable Parts

No sign shall have movable parts; except that those signs or marquees having design and construction features for changing of legend or inscription may be approved. The message shall be changed no more frequently than once per 24-hour period.

6. Public Property

No sign shall be erected or maintained on or over public property, except wall signs as described in Section 14-7.6(F)(7), *Wall Signs.*

E. General Sign Standards

1. Sign Illumination

Sign illumination shall be either indirect with the source of light concealed from direct view or shall be through translucent light diffusing materials. There shall be no exposed electrical conduits. However, outside historic districts and except for landmark structures, electronic messaging signs as set forth in Section 14-7.6(F)(3)(II), *Electronic Message Signs*, and electricity-activated gas tubing, including neon, are allowed.

2. Construction Permits

Construction permits shall be obtained for all signs, including signs in the historic districts, except where stated otherwise.

3. Setbacks

The setback requirement for each district applies to sign placement.

4. Signs on Contiguous Lots

   Where contiguous lots exist that do not comprise a unified complex, but one or more of the lots lacks vehicular access to any street except across a parcel that does have direct access to a street, the limited-access lot(s) may place a separate freestanding sign on the direct-access lot in accordance with the restrictions of this Chapter 14 subject to the limitations below:

   a. No more than two freestanding signs shall be permitted on any lot, regardless of the number of individual lots served by common access;
   b. The right to individual signs shall be limited to a situation where one or more of the individual lots is 200 feet or more from the primary access road where the sign for such lot is to be located;
   c. The lot or lots exceeding 200 feet from a primary access road are comprised of not less than 10,000 square feet; and
   d. No lot or access easement shall be created for the sole or primary purpose of establishing an entitlement for a separate freestanding sign.

5. Colors and Lettering Styles

   For any one sign, including frame and poles, there shall be no more than three colors and no more than two lettering styles. At least one of the colors shall match one of the predominant colors in the building.

6. Sign Surface Area
   I. The net geometric area shall be the area enclosed by the sign, including all elements such as borders or frames, perforated or solid background.
   II. The area of double-faced signs shall be computed for one face only.
   III. The supports, uprights, or structure on which any sign is supported shall not be included in determining the sign area unless such supports, uprights or structure area is designed in such a manner as to form an integral part of the background of the display.
   IV. The area of artificial illumination on a wall of any structure is to be counted as part of the total allowable sign area.

7. Sign Removal
   I. Any sign that previously identified the location of an activity, business, product sale or similar identification, the location of which is no longer accurate, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, lot, or structure upon which sign may be found.
   II. Whenever a sign is removed from a building or structure, the building or structure shall be cleaned, painted, or otherwise altered, and all sign supports, brackets, mounts, utilities, or other connecting devices shall be removed so that there is no visible trace of the removed signor the supports, brackets, mounts, utilities, or other connecting devices; and
   III. Upon failure to comply with these sign removal regulations, the Planning and Land Use Director is authorized to cause immediate removal of such sign, as follows:
      a. For temporary or portable signs on the public right-of-way, verbal notification of the owner shall be given requesting removal within 48 hours. If the sign is not removed after this time, the City shall remove the sign at the owner's expense.
      b. For noncompliant temporary or portable signs on private property, written notification of the owner shall be given requesting compliance or removal within 48 hours. If after this time the sign is not removed, the City shall remove the sign at the owner's expense in an amount to be determined by the Planning and Land Use Director.
      c. For noncompliant temporary or portable signs creating a threat to health, safety, and welfare, in a visibility triangle, on a sidewalk or for other reasons, the City shall immediately remove the sign at the owner's expense. Once the sign is removed, the City shall notify the owner.
      d. For noncompliant temporary or portable signs for which no permit is required, the City shall immediately remove the sign at the owner's expense. Once the sign is removed, the City shall notify the owner.
      e. For noncompliant permanent signs, the regular procedure for noncompliance with the provisions of this Chapter 14 shall be followed.

F. Permanent Signs

1. Directional or Information Signs or Historic Markers

   No directional or information sign or historic marker shall exceed four square feet.

2. Building- and Wall-Mounted Signs

   For building- and wall-mounted signs where the sign bracing is above the level of the roof, the sign bracing shall be below parapet walls or screened.

3. Canopy, Marquee, and Projecting Signs
   I. The area of a canopy or marquee sign shall be counted as a part of the total allowable sign area.
   II. All canopy, marquee and projecting signs shall be at least seven feet above grade. However, when such signs are erected over a driveway, the minimum height above grade shall be 15 feet.
4. Electronic Message Signs
   I. The number, size, and location of the sign shall be consistent with all other requirements of this section.
   II. The electronic display background color tones, lettering, logos, pictures, illustrations, symbols, and any other electronic graphic or video display shall not blink, flash, rotate, scroll, change in illumination intensity, or otherwise change in outward appearance, except when the electronic message or display is changed to another message or display.
   III. The message or display shall be changed no more frequently than once per 24-hour period except for clocks and thermometers. This frequency may be exceeded by the public schools during emergencies.
   IV. Electronic messaging signs shall not exceed a maximum illumination of 2,000 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits (candelas per square meter) between one-half hour before sunset and one-half hour after sunrise as measured from the sign's face at maximum brightness.
   V. Electronic messaging signs shall have an automatic dimmer control to produce a distinct illumination change from a higher illumination level to a lower level for the time period between one-half hour before sunset and one-half hour after sunrise.
   VI. Audio speakers are not allowed with any electronic messaging sign.
   VII. Electronic messaging signs shall use energy efficient lighting such as, but not limited to, LED and compact fluorescents.
5. Freestanding Signs
   I. The sign support structure for a freestanding sign shall not exceed 50 percent of the allowable sign surface area for one sign.
   II. The premises around the freestanding sign shall be maintained by the owner of the sign in a clean, sanitary and inoffensive condition, and shall be free and clear of obnoxious substances, rubbish and weeds.
   III. An area equal to the sign area shall be landscaped at the base of the sign. Landscaping shall be with five-gallon shrubs with a minimum mature height of 30 inches with one shrub planted for every ten square feet.
6. Roof Signs

I. All sign bracing for roof signs shall be behind or below the parapet walls or screened.

II. In no event shall a sign extend above the height limit established for the zoning district in which a sign is located.

7. Wall Signs

I. A wall sign shall not project more than one foot from the wall on which it is displayed. Wall signs shall not project over public property except where the building wall is less than one foot from the property line. In this case, the sign may project up to one foot from the building wall, provided that it does not impede or endanger pedestrian or vehicular traffic;

II. No wall sign may exceed 20 percent of the area of the wall on which it is displayed, or 80 square feet in sign area, whichever is less, even if the district permits a larger total sign area.

8. Window Signs

[reserved]

9. Clocks and Thermometers

Clocks and thermometers, when constructed within or as a part of a sign or when displayed as a separate sign, shall conform to the following:

I. The hands of the clock and the motive mechanism are not moving parts for purposes of the Code.

II. Illuminated numerals will are not classed as blinking or flashing lights; however, the they shall meet the requirements in Section 14-7.6(F)(3)(II), *Electronic Message Signs*.

III. Shall not exceed 40 inches in either vertical or horizontal dimensions.

IV. All clock signs shall keep accurate time and all thermometer signs shall accurately record the temperature. If the clock or thermometer begins to display inaccurate information, it shall be promptly repaired.

10. Development Identification Sign

I. One sign for the permanent identification of a development shall be permitted, provided that it is mounted on a permanent masonry structure and the sign does not exceed 32 square feet, inclusive of sign base or mounting infrastructure.

II. A development with an additional entrance on another street is permitted a second identification sign on that street frontage, also limited to 32 square feet.

G. Temporary and Portable Signs

1. Temporary and portable signs are allowed off-premises only foradvertising an event, function, or activity of limited duration and only with the permission of the property owner on whose property the sign is located.

1. Building and construction permits are required to erect and maintain such signs for a period not exceeding 30 days or the duration of the event plus one week, whichever is shorter.

2. No portable or temporary sign shall exceed four feet in any one of its dimensions except as otherwise set forth in this section.

3. Advertising for one-time special events or unusual advertising media meeting the definition of a sign shall be reviewed for size, design, and compliance with this Section on a case-by-case basis by the Planning and Land Use Director.

4. Temporary signs shall not exceed 32 square feet.

5. Except as otherwise approved herein, no portable sign shall extend over or into any street, alley, sidewalk, or other public thoroughfare, and shall not be placed to project over any wall opening. Cloth signs may extend over public property only by permission of the Governing Body and shall be subject to related laws and ordinances. Such signs when extended over a public street shall maintain a minimum clearance of 20 feet from the surface of the roadway.

6. Flag signs, pennants, tinsel, fringe, sandwich boards, or A-frame signs are not allowed.

7. Banners are only permitted pursuant to Section 14-7.6(B)(2).

H. Signs Requirements by Zoning District

1. In the RAC and AC districts, no more than two signs are allowed per building, with combined surface area not exceeding 20 square feet. In addition, a development identification sign is allowed as set forth in Section 14-7.6(E), *General Sign Standards.*
2. In the C-1, C-4, and HZ districts, no more than two signs are allowed per building, with combined surface area not exceeding 32 square feet. In addition, a development identification sign is allowed as set forth in Section 14-7.6(E), *General Sign Standards.*
3. In residential districts, no sign shall exceed ten feet in height. In the RAC, AC, C-1, C-4, and HZ districts, no sign shall exceed 15 feet in height.
4. The BCD district shall be governed by Historic Overlay District sign regulations as set forth below in Section 14-7.6(I) for all portions of the BCD subdistricts that are coincident with the "H" districts.
5. For those portions of SC, C-2, I-1, I-2, and BIP districts that are not located within the Cerrillos Road highway corridor protection district, and that portion of the BCD district not located within the "H" districts, the following standards shall apply:
   I. For one entity on the premises, not more than three signs are allowed, no one of which shall exceed 80 square feet and all three of which shall not exceed 200 square feet;
   II. For two entities on the premises, no more than four signs total are allowed, no one of which shall exceed 80 square feet in area and all of which, for any one entity, shall not exceed 80 square feet;
   III. For three or more entities on the premises, one sign for the purpose of general identification of the entire premises, not to exceed 150 square feet is allowed. In addition, one sign is allowed with one square foot of surface area for each one linear foot of building frontage not to exceed 80 square feet per entity;
   IV. No sign shall exceed 25 feet in height;
   V. For SC and BIP districts, in addition to one identification sign not to exceed 150 square feet, one additional sign with one square foot of surface area for each one lineal foot of building frontage is permitted, providing it does not exceed 80 square feet;
   VI. Only one freestanding sign is allowed per premises in the SC, C-2, I-1, I-2 and BIP districts; and
   VII. For buildings with two front facades an additional sign is allowed. The maximum sign size for one facade is 100 percent of the allowed sign size and for the second facade the maximum sign size is 50 percent of the allowed sign size.

6. For C-2, SC, and I properties located within the Cerrillos Road highway corridor protection district, the following standards shall apply:
   I. One entity on a Legal Lot of Record
      a. Not more than three signs are allowed, no one of which shall exceed:
         1. 50 square feet in area in corridor zone one;
         2. 60 square feet in corridor zone two;
         3. 70 square feet in corridor zone three; and
         4. 80 square feet in corridor zone four.
      b. The total allowable sign area for all three signs shall not exceed 150 square feet.
   II. Two entities on a Legal Lot of Record
      a. No more than four signs are allowed, no one of which shall exceed:
         1. 50 square feet in area in corridor zone one;
         2. 60 square feet in corridor zone two;
         3. 70 square feet in corridor zone three; and
         4. 80 square feet in corridor zone four.
      b. The total allowable sign area for any one entity shall not exceed 80 square feet;
   III. Three entities on a Legal Lot of Record
      a. One sign is allowed for the purpose of general identification of the entire premises not to exceed:
         1. 90 square feet in area in corridor zone one;
         2. 110 square feet in corridor zone two;
         3. 130 square feet in corridor zone three; and
         4. 150 square feet in corridor zone four.
      b. In addition, one wall mounted sign per entity is allowed having one (1) square foot of surface area for each one (1) lineal foot of building or lease space frontage, but in no case exceeding 80 square feet per entity;
   IV. Free-Standing Signs Along Cerrillos Road
      a. All free-standing signs along Cerrillos Road shall meet the building setback requirements set forth in Section 14-4.5B.5.III. However, in the case of properties flanked on one or both sides by existing buildings that encroach into the required setback distance, the freestanding sign setback may be reduced to correspond to either the average of the adjacent building setbacks, or to the average of an adjacent building setback and the required building setback. Only one freestanding sign, meeting the area requirements in provisions I, II and III above in this subsection, is allowed per legal lot of record;
      b. No freestanding sign shall exceed:
         1. 14 feet in height in corridor zone one;
         2. 16 feet in corridor zone two;
         3. 18 feet in corridor zone three; and

4. 20 feet in corridor zone four.

V. Other Sign Types

a. No wall mounted sign shall exceed 25 feet in height, or the height of the wall on which it is mounted, whichever is less;

b. Roof top, marquee type, and projecting signs mounted perpendicular to a wall plane, are prohibited.

7. Freestanding, monument style signage in MU districts shall not exceed six feet in height and shall be limited to one sign per street frontage of development.

I. Sign Regulations in the Historic Districts

1. Purpose

I. This section establishes standards for signs in the City's historic districts and are intended preserve the special qualities inherent in the City. Signs that are excessive in size, illumination, and of commonplace design will defeat the purpose of the preservation of characteristic areas in the City.

II. Approval of a sign in the historic district shall be granted only when the sign conforms to the unique and distinctive character of the City, does not injuriously affect the same, and does not impair the value to the community of those buildings having architectural worth.

2. Applicability

In addition to the general sign regulations of this Section 14-7.6, all signs in "H" districts shall require construction permits and shall be subject to the regulations of this subsection, unless otherwise provided. This applies to all signs in

I. Historic districts;

II. RC districts;

III. RAC district; and

IV. AC district.

3. Conflicts with General Sign Standards, Other Zoning Regulations

In any case where there is a conflict between the specific provisions of this subsection and the general sign requirements and restrictions that apply outside Historic districts, the regulations of this section shall prevail and shall be controlling for all purposes.

4. Exempt Signs

The provisions and regulations of this subsection shall not apply to the following signs; provided that the signs meet the standards of this subsection regarding the number of signs allowed:

I. Signs for events not exceeding ninety days not exceeding six square feet in area;

II. One name plate or sign describing the identity of a building occupant, not exceeding two square foot in area;

III. Signs denoting the architect, engineer or contractor when placed on work under construction and not exceeding 12 square feet in area;

IV. Memorial signs , names of buildings, and date of erection, when cut into any masonry surface or when constructed of bronze and not exceeding 16 square feet; and

V. Traffic or other municipal signs, legal notices, railroad crossing signs, danger signs and such temporary, emergency or non-advertising signs as may be approved by the Governing Body; and

VI. Signs denoting whether a structure is open or closed and traffic signs for private businesses, none of which exceed two square feet in area.

5. Prohibited Signs and Locations

I. Sandwich signs as defined in this section are prohibited.

II. Any sign that extends over public property that is wholly or partially illuminated by floodlights or spotlights is prohibited.

III. No permanent sign shall be placed on a balcony, gallery, shed, roof, door or window, or placed so as to disfigure or conceal any architectural features or details of any building, or painted on walls.

IV. No sign shall be displayed from any fence or wall or open lot unless the Planning and Land Use Director deems it necessary to the conduct of a business, in which event a waiver of regulations can be allowed.

6. General Sign Standards

I. Number of Signs Allowed

a. For up to two entities on one premises, no more than three signs per entity, the total area of which for any one entity shall meet the size limitations for specific types of signs as set forth in this section, or 85 square feet, whichever is less, exclusive of freestanding signs; and

b. For three or more entities on one premises, no more than two signs per entity, the total area of which for any one entity shall meet the size limitations for specific types of signs as set forth in this section or 85 square feet, whichever is less, exclusive of freestanding signs.

II. Advertising Permitted

No sign of any character shall be displayed in the historic district unless it advertises an activity conducted in or on the premises where the sign is located.

III. Illumination Restrictions

a. No signs shall be permitted that are animated by any means, including flashing, scintillating, blinking, or traveling lights, or any other means not providing constant illumination.

b. No electric outdoor lights placed in trees, shrubs, or other types of vegetation shall be allowed when publicly visible except during the traditional holidays.

IV. Color and Design

The effort of design of signs in the historic district is to keep a moderate, attractive and compatible styling so as not to cause erratic or disturbing distractions from the architectural beauties of the City; therefore, color and design are left to the discretion of the applicant.

7. Permanent Signs

I. Awnings, Flags, Banners

Awnings shall be of cloth or of other material acceptable to the City. There shall be no advertising on awnings. Flags, banners, awnings, and such trappings shall not be permitted as advertising within the H-district unless a banner is approved pursuant to Section 14-7.6(B)(2). However, the name of a business may appear along the lower edge or fringe of the awning. In such cases, the awning shall count as one sign as allowed by provision 3 above of this subsection. The awning shall be compatible with Santa Fe architectural style, of an earth-tone color.

II. Freestanding Signs

a. When Permitted

1. Freestanding signs shall be permitted at the discretion of the Planning and Land Use Director where entity is set back from a street alignment of building façades more than two feet.
2. An entity thus set back, in addition to the signs permitted on the building itself, may maintain a freestanding sign of not more than sixteen square feet in area.
3. If a building is on at least one acre of property and has an unencumbered front setback of at least 50 feet, a two-faced freestanding sign with a maximum of 50 square feet area on each face, with sign dimensions no greater than ten feet in length and five feet in height, and with the top of the sign not more than 14 feet from the ground will be permitted.
4. Lighting on freestanding signs shall conform with this section.

b. Location

1. It is unlawful to erect any freestanding sign whose total height is greater than 14 feet above the level of the street on which the sign faces or above the adjoining ground level if the ground level is above the street level.
2. Freestanding signs shall have an open space not less than ten feet between the base line of the sign and the ground level, unless the freestanding sign is placed on the ground and does not exceed 16 square feet in area nor six feet in any dimension.
3. The setback of freestanding signs from the City right-of-way is regulated by the underlying zoning.

c. Characters, Letters

All letters, figures, characters or representations in cut-out or irregular form maintained in conjunction with, attached to or superimposed on any sign shall be safely and securely built or attached to the sign structure.

d. Construction, Condition of Premises

1. All freestanding signs shall be securely built, constructed and erected on posts sunk at least three feet below the natural surface of the ground.
2. All wood posts shall be treated to protect them from moisture by creosoting or other approved methods when they enter into the ground.
3. Premises shall be kept free of weeds and be maintained by the owner in a clean, sanitary and inoffensive condition, free and clear of all obnoxious substances, rubbish and weeds.

III. Hanging Signs

a. General Limitations

All hanging signs shall be at least six feet eight inches above the sidewalk or ground level and shall be located within the central one-third of the façade length so as not to obstruct neighboring signs.

b. Area Limitations

Hanging signs shall be limited in area as follows:

1. A maximum of 12 square feet, except in the AC and RAC districts where the maximum limit is six square feet;
2. The maximum size of letters shall be eight inches in height;
3. There shall be no restriction on the number of letters, words or lines of any sign as long as the overall area of the sign is within the maximum allowed square feet; and
4. Maximum thickness of six inches.

c. Supports and Attachments

All hanging signs shall be safely and securely attached to the building by not less than two metal chains, metal brackets or wrought iron brackets firmly secured in the roof support beams by metal anchors, bolts, or expansion screws. No excess chain shall be allowed. In no case shall any hanging sign be attached with wire, string, rope, wood, or secured by nails.

IV. Projecting Signs

a. General Limitations

No projecting sign shall angle in "Y", "L" or "V" fashion over the sidewalk or ground. No projecting sign may rise above the level of the roof line, fire wall or first story, whichever is construed by the historic districts review board as a roof line. All projecting signs shall be at least ten feet above the sidewalk or ground level and shall be located within the central one-third of the façade length so as not to obstruct neighboring signs. A total of two signs may be allowed to each store, shop or bona fide place of business if one is projecting and the other considered a wall sign; in which case, the wall sign shall be reduced in allowable size by one-half the area consumed

by a projecting sign. No projecting sign shall have letters exceeding eight inches in height.

b. Area Limitations

Projecting signs shall be limited in areas as follows:

1. A maximum of four feet projection from the wall of the building, except for marquees that may project eight feet;
2. A maximum of 16 square feet, except in an AC or RAC district where the maximum sign space is six square feet, and except for marquees where the maximum sign space is 115 square feet per face of the marquee;
3. A maximum thickness of not over 12 inches except for marquees to which this section does not apply;
4. Projecting signs erected over public driveways or alleys shall be placed not less than 15 feet above the level of same; and
5. Marquees are allowed only for theaters showing motion pictures, or dramatic, musical, or live performances and having permanent seating except in an AC or RAC district where marquees are prohibited.

c. Construction

Projecting signs exceeding ten square feet in area or 50 pounds in weight shall not be attached to nor supported by frame buildings or the wooden framework of a building. Such signs shall be attached to masonry walls as stated in this section. The framework of any projecting sign shall be of adequate strength so as to have no need for guy wires or wire reinforcement.

d. Illumination

Every projecting sign larger than ten square feet in area shall be illuminated between sunset and daybreak on each side, by at least five watts per square foot of sign surface.

e. Goose Neck Reflectors

1. Goose neck reflectors and lights are permitted on projecting signs, provided that the reflectors have proper glass lenses concentrating the illumination on the area of the sign to prevent glare on the street or adjacent property.
2. Illumination for each side of a projecting sign lighted by goose neck lights shall be evenly distributed.

V. Street Clocks

Street clocks shall be in harmony with the standards of the district.

VI. Wall Signs

a. Area Limitations

A wall sign is subject to the following limitations:

1. The maximum allowable size is 15 percent of the façade on which the sign is to be placed. In no case shall the sign area exceed 20 square feet except in the AC and RAC districts where the maximum allowable size is six square feet;
2. Maximum size of letters shall be 20 inches in height, except in the AC and RAC districts where the maximum size shall be eight inches in height;
3. There shall be no restriction on the number of letters, words or lines of any sign as long as its overall area is within the maximum allowable square feet; and
4. No sign shall be permitted 15 feet or more above street grade measured in front of the façade where the sign is to appear.
5. Where two or more entities conduct activities on the premises of a single ownership, having a front footage of 25 feet or less, the allowable sign area shall be increased by 50 percent. Where buildings have frontage on more than one public way and entrances thereon, the maximum footage shall govern signs at each entrance, and it shall be construed to mean on any given public way.

b. Projection from Wall; Height from Ground

No wall sign shall project more than three inches beyond the building line. However, if the sign is attached to the wall at a height of not less than six feet eight inches measured from the sidewalk or ground to the bottom of the sign, it may project a maximum of ten inches, except in AC and RAC districts where the maximum projection is three inches.

c. Supports and Attachments

All wall signs shall be safely and securely attached to the building wall by means of metal anchors, bolts or expansion screws of not less than three-eighths (3/8) inch in diameter embedded in the wall at least five inches; provided, that such signs may rest in or be bolted to strong heavy metal brackets or saddles set not over six feet apart, each of which shall be securely fixed to the wall as herein provided. In no case shall any wall sign be secured with wire, strips of wood or nails.

d. Illumination

Wall signs to be illuminated shall be so constructed as to have all illumination from behind each letter. No visible bulbs, neon tubing or other lighting shall be allowed.

VII. Window Signs

a. Occupants may place window signs on the glass of windows or doors; provided that the signs are not more than one-third of the glass area on which they are exhibited, or ten square feet, whichever is greater.

b. Electric signs may be placed inside windows and glass doors; provided, that their proportions are not in excess of the window area allowed above.

8. Temporary Signs

I. Duration of Permit; Advertising

a. Permits for temporary signs shall authorize the erection of such signs and their maintenance for a period not exceeding 30 days.

b. The advertising contained on any temporary sign shall pertain only to the use conducted on or within the premises on which such sign is located.

II. Construction Requirements

No temporary sign shall exceed four feet in one of its dimensions or 50 square feet in area. Every temporary sign weighing in excess of 50 pounds shall be approved by the inspections and enforcement office as conforming to the safety requirements of the Building Code.

III. Prohibited Locations

No temporary sign shall extend over or into any street, alley, sidewalk or other public thoroughfare nor shall it be erected so as to prevent free ingress to or egress from any door, window or fire escape.

IV. Anchors and Supports

Every temporary sign shall be attached to the wall with wire or steel cables; no strings, ropes, or wood slats for anchorage or support purposes shall be permitted.

9. Procedural Information

I. Sign Plans for New Construction of Buildings

Applicants submitting plans for new construction of buildings containing three or more entities on the premises shall in addition to other information, submit coordinated plan for signs. The plan shall be drawn to scale showing the proposed locations, sizes, and types of signs for the businesses. All signs shall comply with the standards set forth in this section.

II. Permits Required

a. It is unlawful for any person to erect, repair, alter, relocate, or maintain within the historic district of the City any sign or other advertising structure as defined in this section without first obtaining an erection permit from the inspections and enforcement office and making payment of the fee required.

b. All illuminated signs shall be subject to the provisions of the electrical code and the permit fees required thereunder.
c. The text on signs that already conform to this section may be changed without any permit, provided all changes also conform.

III. Permit Application; Contents

Application for permits shall be made on forms provided by Planning and Land Use Department and shall contain or have attached thereto the following information:

a. Name, address, and telephone number of applicant;
b. Location of the building, structure, or lot to which or on which the sign is to be attached or erected;
c. Position of the sign or other advertising structure on a building or in relation to nearby buildings or structures;
d. One scaled drawing with full description of material, texture and finish to be used;
e. Name of person erecting structure;
f. Written consent of the owner of the building, the structure, or land to which or on which the structure is to be erected;
g. Any electrical permit required and issued for such sign; and
h. Such other information as the Planning and Land Use Department shall require to demonstrate full compliance with the provisions of this section and all other laws and ordinances of the City.

IV. Permit Application; Approval; Period of Validity

Upon the filing of an application for a permit, Planning and Land Use Department shall examine plans, specifications and other data and the premises upon which it is proposed to erect the signor other advertising structure; and if it appears that the proposed structure is in compliance with all the requirements of the provisions of this section and all other laws and ordinances of the City, the Planning and Land Use Department shall then recommend approval. If the work authorized under an erection permit has not been completed within six months after date of issuance, the permit shall become null and void.

V. Certain Signs to Be Approved by Electrical Inspector

The application for a permit for erection of a sign or other advertising structure in which electrical wiring and connections are to be used shall be submitted to the electrical inspector for review and approval or denial.

VI. Inspection of Signs

The Planning and Land Use Department shall inspect, as it deems necessary, each sign regulated by this section to ascertain whether the same is secure or insecure or in need of repair.

J. Removal of Unsafe or Unlawful Signs

a. If the Planning and Land Use Department finds that any sign or other advertising structure regulated herein is unsafe or insecure, is a menace to the public, or has been constructed or erected or is being maintained in violation of the provisions of this section, the Department shall give written notice to the permittee.
b. The Planning and Land Use Department may cause any sign or other advertising structure that is an immediate peril to persons or property to be removed summarily and without notice.
c. Upon receiving notice, if the permittee fails to remove or alter the structure to comply with the standards of these sections within ten days after such notice, the Planning and Land Use Department may remove or alter the sign or other advertising structure at the expense of the permittee or owner of the property on which it is located.
d. The Planning and Land Use Department shall refuse to issue a permit to any permittee or owner who refuses to pay costs so assessed.

K. Fines for Violations

1. Except as set forth in provision 2 below, the following are mandatory minimum fines to be imposed by the municipal court for violation of this section upon issuance of a citation by the Planning and Land Use Department.
   I. First violation $100
   II. Second violation $200
   III. Third and subsequent violations $300
2. The following are mandatory minimum fines to be imposed by the municipal court upon the holder of a business license for violation of Temporary Signs, upon issuance of a citation by the Planning and Land Use Department. The fines shall be imposed for each day or part of a day that the violation exists.
   I. First violation $250
   II. Second violation $500
   III. Third and subsequent violations $500 and up to 90 days in jail.

14-7.7 Development Water Budgets

A. Purpose

The purpose of this section is to establish City water budget thresholds applicable to development projects and to describe procedures to calculate water budgets for development projects.

B. City Water Budget Programs

The City's water budget is governed by Chapter 25, *Water.*

1. Section 25-10, *City Water Bank*, administers water conservation credits at existing developed property within the City's water service area. These credits may be used to offset new system demands of small development projects.
2. Section 25-12, *Water Rights Transfer Program*, administers water rights transfers required to offset new system demands of larger development projects.

C. Applicability

A development water budget shall be submitted with the following land use applications:

1. Final subdivision plats except:
   I. Plats for the purpose of creating tracts of land according to an approved master plan where additional subdivision of land or a more detailed development plan within the various tracts is still necessary before permitting dwelling units and other buildings according to that master plan; and
   II. Plats where the proposed development is included in and consistent with an already approved development water budget and has complied with the Water Rights Transfer Program set forth in Chapter 25, Section 25-12, *Water Rights Transfer Program;* or the Water Bank set forth in Section 25-10, *City Water Bank*;
2. Development plans, except preliminary development plans;
3. Development plans for each phase of a phased development, where each phase is subject to Chapter 25, Section 25-12, *Water Rights Transfer Program*;
4. Construction permits (whether or not a meter for service has been previously installed), except the following:
   I. Where covered by and consistent with an already approved development water budget that has complied with the Water Rights Transfer Program set forth in Chapter 25, Section 25-12, *Water Rights Transfer Program*; or Section 25-10, *City Water Bank*;
   II. Replacement of 33 percent or less of an existing building;
   III. Remodels;
   IV. Additions:
      a. Where there are no new fixture installations;
      b. Where there are up to three new water fixtures provided that the increased building area does not exceed 500 square feet; and
   V. Shell-only permits that will later require permits for tenant improvements, at which time the development water budget is required;
5. Secondary plumbing permits (plumbing permits independent of a construction permit) resulting in an increase of water use, unless multiple installations in either commercial or multi-unit residential uses, except the following:
   I. A spa not exceeding 500 gallons;
   II. An oversized tub not exceeding 100 gallons;
   III. A swamp cooler;
   IV. A recirculating fountain not exceeding 1,000 gallons of containment area; and
   V. A garden pond not exceeding 2,000 gallons;
6. Changes in permitted land use resulting in an increase in water use;
7. Projects located outside the city limits that will connect to water service from the City's water system prior to application for an agreement to construct and dedicate water lines; and

8. City of Santa Fe, Santa Fe County, state of New Mexico, federal, and any other governmental, or quasi-governmental development not subject to the City's development review or construction permit processes, but that will require water service from the City's water system.

D. Development Water Budget

1. The development water budget shall be reviewed and approved by the Water Division and shall contain the following information:
   I. A description of all proposed and existing structures on the subject property together with a complete description of all proposed and existing water fixtures and other water using devices and equipment to be installed or constructed on the subject property (not including water to be used during and for construction);
   II. A description of all water uses proposed for the subject property, separating such uses by indoor and outdoor categories, and including the total area of proposed and existing landscaping; and
   III. A quantification in gallons and acre-feet of the total proposed water usage on the subject property on an annual basis. In the case of phased development, the quantification shall also include the proposed water usage by each phase of development.
2. Applicants may choose to:
   I. Allow the Water Division to calculate a development water budget based on standard formulas using historical water use data for similar type of development; or
   II. Develop a detailed alternative development water budget for the development project supported by reliable data that demonstrates that the anticipated annual water use will be less than if based on the Water Division's standard formulas.
3. When a proposed new structure or use replaces an existing structure or use, the development water budget for the proposed new structure or use may be reduced by an amount equal to the average annual consumption in the 24 months that the highest water use was active during the preceding ten years or by the amount of water previously offset if the previously offset amount is higher. Consumption shall be determined through City utility billing system records.
4. A development water budget may also be reduced by an amount equal to a specific approved annual water allocation made by the Governing Body for the development project as set forth in Chapter 25, Section 25-9.6, *Allocation of City's Water Budget.*

5. The City shall allow reduction in the consumptive water rights required to be transferred in this subsection by the amount of consumptive water rights required for any Santa Fe Homes Program unit, a Housing Opportunity Program unit as per a valid Housing Opportunity Program Agreement, or any dwelling unit meeting the definition of a low-priced dwelling unit as set forth in Chapter 26, Section 26-2, *Low-Priced Dwelling Units.* The reduction is contingent upon the applicant entering into an agreement or other approved document with the City regarding the low-priced dwelling units. The document shall be recorded with the county clerk.
6. A development water budget may be for a single phase of a multi-phase development project.

E. Dedication of Water to Development

1. A construction permit application shall not be approved until the applicant has dedicated water to meet the approved development water budget for the development project plus a 9.8 percent contingency that covers water utility delivery requirements, as documented by the Water Division dedication form and complied with the conditions thereof. This contingency water is comprised of water used for community health and safety purposes, such as firefighting and fire hydrant testing, water used in production for flushing of water distribution and sewer lines, and also results from meter errors, line leaks, and losses from water main breaks.
2. Based on the approved water budget for a development project, the applicant shall obtain water through either the Water Rights Transfer Program described in Chapter 25, Section 25-12, *Water Rights Transfer Program,* or Section 25-10, *City Water Bank,* to meet the development water budget according to the following criteria:
   I. Applications for residential uses that have a development water budget equal to or greater than ten acre-feet per year shall obtain water through the Water Rights Transfer Program;
   II. Applications for residential uses that have a development water budget less than ten acre-feet per year, designated as small development projects, shall obtain water through the Water Rights Transfer Program or the Water Bank or through a combination of both;
   III. Applications for nonresidential uses that have a development water budget equal to or greater than five acre-feet per year shall obtain water through the Water Rights Transfer Program;
   IV. Applications for nonresidential uses that have a development water budget less than five acre-feet per year, designated as small development projects, shall obtain water though the Water Rights Transfer Program or the Water Bank or through a combination of both;

V. Applications with both residential and nonresidential uses each in substantial amounts which have a development water budget equal to or greater than seven and one-half acre-feet per year shall obtain water through the Water Rights Transfer Program;

VI. Applications with both residential and nonresidential uses each in substantial amounts which have a development water budget less than seven and one-half acre-feet per year shall either obtain water through the Water Rights Transfer Program or the Water Bank or through a combination of both; and

VII. Applications for qualifying projects within the Midtown LINC Overlay District, as described in Section 14-4.5(C**)**, and SFHP Enhanced Developments, as described in Section 14-7.2(F**)**, shall obtain water though the water credit program.

F. Administration of Alternative Development Water Budgets

The following shall apply to alternative development water budgets, as set forth in Section 14-7.7(D)(2)(II):

1. Beginning the first year that a customer's water service is subject to usage restrictions from an alternative development water budget, the Water Division shall monitor water customer's water usage on an annual basis.

2. If a water customer exceeds water usage allowable under the customer's alternative development water budget in any annual period measured from the commencement of the restriction, the Water Division shall monitor the customer's water usage on a monthly basis and compare current monthly use to the previous year's use in the same month to determine whether the customer has returned to compliance. The Water Division shall, at the same time, notify the customer that the alternative development water budget has been exceeded, that the customer's usage will be monitored monthly to determine whether the customer has reduced water usage to the amount permitted under the alternative development water budget, and the consequences that will ensue if the customer does not return to compliance. Water customers shall be charged a 50 percent surcharge over the base rate of water on the excess water delivered over annual budgeted amount for that year.

3. If, after four months of monitoring:
   I. The customer is in compliance with the alternative development water budget, the customer shall be so informed and shall then be monitored on an annual basis.
   II. The customer's water usage still exceeds the alternative development water budget by ten percent or more on a monthly pro-rata basis, the Water Division shall immediately notify the customer that the customer has exceeded the alternative development water budget. The Water Division shall recalculate the alternative development water budget for the customer based on actual consumption over the period of noncompliance and shall notify the customer of the additional water rights or water credits needed to meet the new budget. If the customer does not transfer sufficient water rights or water credits to the City within 90 days to make up the difference, the Water Division shall transfer sufficient water credits to the customer to offset the net difference and shall include in the customer's next billing the current cost of those water credits. In addition, the City shall bill the customer the 50 percent surcharge for the water delivered during this second year over the budgeted or contracted amount. A customer may, at any time, transfer additional water rights, water credits to the City to increase the customer's alternative development water budget or restriction to forestall the imposition of further surcharges for excess water usage.

4. Customers that fail to provide sufficient water rights or water credits shall have water service disconnected in accordance with Rule No. 9, Exhibit A of Chapter 25, *Water*.

5. Representatives of a development project that have adopted an alternative development water budget shall provide disclosure statements to prospective buyers which shall be included on all recorded plats and development plans. The statements shall include the amount of water to which each lot, unit or other portion of the project is limited under the alternative development water budget and shall include a description of the penalties set forth in this subsection.

14-7.8 Regulations for Retail Structures 30,000 Gross SF or Larger

A. Purpose

The purpose of this section is to address the following interests:

1. Break up the apparent mass and scale of large retail structures to ensure that the development is compatible with and does not detract from Santa Fe's unique historic character, scale, and sense of place;
2. Help integrate large retail structures with their surroundings;
3. Promote and facilitate a safe and comfortable pedestrian scale environment;
4. Encourage a mixture of uses and sizes of structures; and
5. Reduce the visual impact of large areas of parking; and
6. Address economic impacts of large-scale retail structures.

B. Applicability

1. In addition to compliance with all other requirements of Chapter 14, new construction of retail structures exceeding 30,000 square feet of gross floor area (GFA) shall comply with the standards in this section.
2. Existing structures that are legally nonconforming to the provisions of this section and that are to be remodeled or enlarged shall comply as provided below in Table 7-8: *Applicable Regulations for Expansion & Remodeling of Retail 30,000 Gross Square Feet and Larger*.
3. The extent of modification is based on the cumulative square footage of additions and the cumulative value of remodeling that has occurred since January 1, 2001.

Table 7-8: Applicable Regulations for Expansion & Remodeling of Retail 30,000 Gross Square Feet and Larger

Applicable Requirement	ADDITIONS		REMODELING	
	> 5% of GFA	> 10% of GFA	> 10% value	> 25% value
Massing		Yes		Yes

Table 7-8: Applicable Regulations for Expansion & Remodeling of Retail 30,000 Gross Square Feet and Larger

Applicable Requirement	ADDITIONS		REMODELING	
	> 5% of GFA	> 10% of GFA	> 10% value	> 25% value
Entryways and Architectural Features		Yes		Yes
Integration into the Street Network				Yes
Minimum Tenant Mix [1]		Yes		Yes
Pedestrian Circulation and Amenities	Yes	Yes	Yes	
Lighting	Yes	Yes	Yes	
Screening [1]	Yes	Yes	Yes	Yes
Surface Parking	Yes	Yes	Yes	
Public Transit	Yes		Yes	
Outdoor Storage, Display, Sales, Rental and Service	Yes		Yes	

[1] Compliance shall be to the maximum extent practicable as determined by the Planning and Land Use Director.

C. Waivers

The Planning Commission may grant waivers to the standards of this section under the following circumstances:

1. The proposed alternative building or site design satisfies the intent of Chapter 14 as well or better than would strict compliance with the standard or the new siting of parking areas and buildings in relation to the street is not possible with the remodel or addition; and
2. Granting the waiver would not impose significantly more negative impacts on nearby properties than compliance with the standard(s) would.

D. Maximum Commercial Activity Areas

In no case shall any one retail establishment exceed 150,000 square feet of GFA in combination with all outdoor display, sales, rental, or storage areas. The outdoor display, sales, rental, or storage of new or used automobiles, recreational vehicles, or mobile homes is not subject to this limit.

E. Architecture

The following standards apply to all facades and components of a structure that are visible from a public right-of-way:

1. Massing
   I. Every 30,000 square feet of gross floor area shall be designed to appear as a minimum of one distinct building mass, preferably with two or more building masses expressed.
   II. Horizontal wall plane projections of all publicly visible façades must be a minimum depth of three percent of the length of the façade and must extend at least 20 percent of the length of the façade.

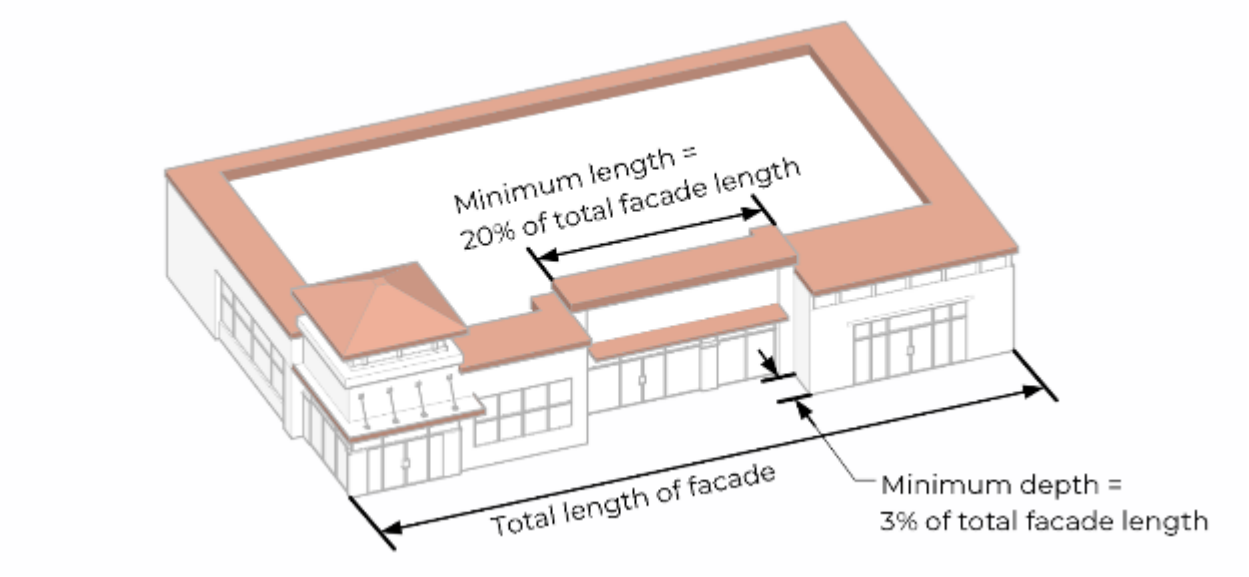


Figure 7.8-1: Wall Plane Articulation Requirement

2. Entryways and Architectural Features

   Multiple entryways or architectural features shall be incorporated into the design to break up the apparent mass and scale of large retail structures. Entrances may be to tenant spaces other than the primary retail tenant.

I. Structures with Less than 75,000 Square Feet of gross square
   a. There shall be a clearly articulated public entrance on at least two sides of the structure, with at least one of these entrances visible from a public street and connected to that street by a pedestrian sidewalk.
   b. It is permissible to have pedestrians cross vehicular traffic within the parking lot so long as a sidewalk is provided.
   c. When structures are adjacent to a residentially zoned district and separated from that district by either a public or private street, and where residential uses front or may reasonably be expected to front that street, the structure shall have at least one entryway on that side.

II. Structures with Greater than 75,000 Square Feet of GFA
   a. Whether occupied by multiple tenants or one tenant, structures of this size shall provide either a significant pedestrian amenity or a public entrance, at a minimum of one per 75 linear feet of publicly visible façade.
   b. Examples of significant pedestrian amenities include outdoor seating areas, play areas for children, and public courtyards.
   c. The public entrance may be to access either the principal retail use or any other tenant.
   d. This provision does not apply to more than three sides of any structure.

3. Height

   Height is regulated by the underlying zoning district regulations, but shall be further restricted as follows if the retail structure adjoins residential development as follows:

I. The maximum height, not including parapet, of any structure within 100 feet of a residential zoning district property line shall be 24 feet or one hundred ten percent of the average of the heights of adjacent residential buildings, whichever is less; and

II. Structures may exceed the heights specified in provision I above in this subsection, up to the limit specified in the zoning district in which they are located, if the structure wall is stepped back two horizontal feet for each vertical foot of additional height up to the maximum permitted after the first 12 feet of height.

4. Architectural Unity

   All new construction, additions, and remodeling on the same site shall be related in architectural style, color scheme, and building materials.

F. Site and Contextual Planning

1. Integration into the Street Network
   I. Vehicular access to the site shall be from streets other than arterials wherever possible.
   II. If access from an arterial is necessary, right turns in and out from the arterial are required.
   III. Insofar as possible, delivery vehicles shall not access the site from sub-collector or smaller streets that serve residential neighborhoods.
   IV. Internal and new streets shall connect to existing streets or be designed to facilitate future connections to the maximum extent possible.

2. Minimum Tenant Mix

   Developments with a single retail establishment occupying greater than 75,000 square feet of GFA shall provide additional tenant spaces, each one no greater than 30,000 square feet in GFA, whose total gross square footage is equal to or exceeds 25 percent of the largest retail establishment.

3. Pedestrian Circulation and Amenities
   I. A safe and landscaped pedestrian circulation system shall be provided on-site that connects to public streets and neighborhoods.
   II. Pedestrian walkways within the development shall be differentiated from driving surfaces through a change in materials.
   III. At least one significant pedestrian amenity, such as an outdoor seating area, play area for children or courtyard, shall be provided for every 75,000 square feet of GFA.
   IV. Required pedestrian amenities may be combined into one or more locations to create a larger amenity, as long as all other provisions of this section are satisfied.

4. Lighting

   Retail structures to which this section applies shall make accommodations when located next to residential development or undeveloped residential property as follows:

I. Light design and installation shall emphasize low-level uniform lighting to avoid abrupt changes from bright lights to darkness. In order to protect nearby residential properties from the greater or more intensive lighting because of the large retail structures, nuisance glare is prohibited. In addition, structures shall meet the following requirements:
   a. Parking and security lights shall be no taller than any building on the site, or 24 feet above the pavement, whichever is less; and
   b. Streetlights shall not be no taller than 24 feet above the pavement.

5. Parking and Vehicular Circulation

Parking facilities shall safely and attractively serve all modes of transportation, especially pedestrian.

I. Screening
   a. Seventy-five percent of the lot frontage adjacent to any arterial street, exclusive of vehicular and pedestrian entrances, shall provide screening of on-site parking by means of on-site buildings or other architectural features, which may include the primary structure.
   b. Fifty percent of the lot frontage adjacent to all other streets shall provide screening of on-site parking by means of on-site buildings.
   c. Lot frontage adjacent to residential uses or residential zoning districts shall provide screening of on-site parking by means of walls, landscaping or buildings.

II. Surface Parking

No single parking area shall exceed 120 spaces unless divided into subareas of fewer than 120 spaces each by a building, internal landscaped street, or landscaped pedestrian way.

6. Public Transit

A structure that has one or more tenants of 75,000 square feet or more and that is adjacent to an arterial street that is or may be located on a transit route as determined by the City transit division, shall provide for on-site or adjacent to the site accommodations for public transit access, including a bus pullout and shelter.

7. Outdoor Storage, Display, Sales, Rental and Service
   I. To the extent possible, areas for outdoor storage, display, sales, rental, trash collection and loading shall not be located adjacent to residential lots.
   II. Where such facilities are located adjacent to residential lots, they shall include a solid acoustic buffer. In all cases, such facilities shall be effectively screened from public view.
   III. To the extent possible, idling of delivery trucks shall not be allowed in areas adjacent to residential lots. Signs shall be installed advising tenants not to allow idling of delivery trucks in areas adjacent to residential lots.
   IV. Areas for outdoor storage, trash collection and loading shall be incorporated into the primary building design and construction and shall be of materials of comparable quality and appearance as that of the primary building.
   V. Outdoor storage, display, sales or rental areas shall be adjacent to the primary building. Outdoor storage, display, sales or rental areas shall be designed to minimize visual clutter. Visual and acoustic impacts of these functions shall be mitigated to the greatest extent possible.
   VI. When the loading or trash collection area is adjacent to a residential district, deliveries and collections shall not occur between 10:00 p.m. and 6:00 a.m.

G. Economic Impact Study

1. For all new retail establishments that are 100,000 square feet and larger, the City shall commission a report on the predicted economic impact of that business from an economist or other institution deemed qualified by the City pursuant to provision 5 of this subsection.
2. The report shall be available prior to the first public hearing required for the project. The applicant shall reimburse the City for the cost of the study prior to the hearing.
3. The report shall include the following:
   I. Net impact on gross receipts tax collections, including taxes from the proposed construction activity as well as the proposed business;
   II. Cost and burden on government for services for the business and for the employees;
   III. Impact on jobs, including the number and types of jobs, wages paid, benefits paid and changes in the number of union jobs, and the company's history of labor and employment practices;
   IV. Impact on the choice of goods and services for consumers;
   V. Impact on the cost of goods and services for consumers and potential changes on discretionary spending available to consumers;
   VI. Physical impact on City infrastructure compared to impact fees collected;

VII. Retention of revenue in the local economy; and

VIII. Opportunities for local suppliers.

4. The results of the economic impact study may be used to require the applicant to address or offset any negative economic impacts, as part of the approval process.

5. The City shall, through the request for qualifications process, develop and maintain a list of economists who are qualified to do economic impact studies pursuant to this section.

14-7.9 Impact Fees

A. Authority

This section is authorized by the New Mexico Development Fees Act, Article 8, Land Development Fees and Rights NMSA 1978, Sections 5-8-1 to -43.

B. Purpose

The City assesses and collects impact fees for new development within Santa Fe to respond to the demand for capital improvements that are related to the actual impacts of development. It is the intent of the City to accomplish the following outcomes:

1. Promote public health, safety, and general welfare, and accommodate orderly growth and new development;

2. Provide for the assessment and collection of impact fees for new development to serve the demand for capital facilities and public improvements; and

3. Ensure that a proportionate share of the cost of capital expenditures is assessed for development to provide public facilities and infrastructure that has a rational nexus to the proposed development.

C. Applicability

This section applies to all territory within the planning and platting jurisdiction of the city.

D. Reasonable Project Improvements

The city may require the construction of reasonable project improvements required to serve the new development project, whether or not the improvements are of a type for which credits are available under Section 14-7.9(H**)**, *Credit*.

E. Exemptions, Waivers and Reimbursements

1. Exemptions

I. The following are exempt from the provisions of this section:

a. Alterations of, or additions to, existing residential uses where no additional dwelling units are created;

b. Replacement of a destroyed, partially destroyed, or moved residential building or structure with a new building or structure of the same use and the same size and the same number of dwelling units;

b. Replacement of destroyed, partially destroyed or moved nonresidential building or structure with a new building or structure of the same gross floor area and use;

c. Construction permits for new residential units that are part of a master plan, development plan or subdivision plat where land is dedicated to the City to provide park land, as provided in Section 14-6.3, Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities;

d. Parking garages, parking canopies, or parking lots;

e. Construction permits for uses specified in Section 14-4.5(A)(11) located within the Airport Road Overlay District

f. Construction permits for qualifying projects within the Midtown LINC overlay district as defined in Section 14-4.5(C)(4); and

g. Santa Fe Homes Program projects receiving enhanced development incentives as described in Section 14-7.2(F).

II. New construction projects that request an exemption from the terms of this section shall claim that exemption at the time of application for a construction permit, and the Planning and Land Use Director shall determine the validity of a claim for exemption pursuant to the criteria set forth in this subsection.

2. Waivers

I. Impact fees shall be waived for the following:

a. Santa Fe homes or Santa Fe rental units as defined in Article 26-1, Santa Fe Homes Program;
b. Santa Fe Homes Program projects receiving enhanced development incentives as described in Section 14-7.2(F);

c. A low-priced dwelling unit as defined in Article 26-2 SFCC 1987; or
d. Qualifying projects within the Midtown LINC overlay district, as described in Section 14-4.5C.4.

II. Application for waivers of impact fees shall be made at the time of application for a construction permit, and the Office of Affordable Housing shall determine the validity of a request for a waiver.

III. The impact fee calculation for an approved waiver shall be tracked by the Planning and Land Use Director for accounting purposes.

IV.. When a dwelling unit for which impact fees have been paid is later deemed by the City to qualify for the waiver, it is entitled to a full reimbursement of the impact fees paid.

F. Fee Assessment and Collection

The Planning and Land Use Director shall determine the amount and type of impact fees required as a condition of construction permit approval based on the approved fee schedule in Table 7-9: *Impact Fee Schedule and Description of Use Types*, as applicable, and the provisions of this subsection.

1. Timing of Assessment

Assessment of impact fees occurs on the date a plat or development plan receives final approval from the city. In the absence of a plat or plan, final approval shall be the date of the construction permit application.

2. Applicable Fee Schedule

I. Impact fees collected within four years of the date of assessment shall be based on the impact fee schedule in effect at the time of assessment. After the expiration of the four-year period, the development shall be subject to the fee schedule in effect at the time of application for a construction permit.

II. No action on the part of the City is required for assessment to occur. It is the applicant for a construction permit's responsibility to present evidence of the date of plat or development plan approval in order to base the fees on the previous impact fee schedule. After the impact fee has been paid, no refunds will be provided based on the differences in the fee schedules. An applicant must pay all fees according to one fee schedule and may not mix fees from multiple schedules.

3. Collection of Impact Fees

The collection of impact fees within the service area as defined in the Capital Improvements Plan shall occur at the time of issuance of a construction permit.

G. Fee Determination

1. Fee Schedule

I. Unless exempt as described above in Section 14-7.9(H)(9)(I), the applicant for a construction permit or the preparer of an independent fee calculation study, shall pay impact fees in accordance with the City's adopted fee schedule shown below in Table 7-9, which shall be updated pursuant to NMSA 1978, Section 5-8-16. If a credit is due pursuant to Section 14-7.9(H), *Credit,* the amount of the credit shall be deducted from the amount of the fee to be paid.

II. The adopted fee schedule shall be used and its fees assessed on plats and development plans that receive final approval from the city or from the state construction industries division, except where the permit is issued for a subdivision or for a development plan that is still subject to a prior fee schedule available and on file in the planning and land use department.

Table 7-9: Impact Fee Schedule and Description of Use Types

Residential	Unit	Roads	Parks	Fire	Police	Total
Single-Family Detached						
1,500 sq ft or less	Conditioned Floor Area	$2,246	$1,080	$206	$65	$3,596
1,501-2,500 sq ft	Conditioned Floor Area	$2,367	$1,162	$222	$70	$3,821
2,501-3,000 sq ft	Conditioned Floor Area	$2,487	$1,244	$237	$75	$4,043
3,001 sq ft or more	Conditioned Floor Area	$2,624	$1,338	$254	$81	$4,297
Accessory Dwelling Unit	Dwelling	$1,171	$740	$141	$45	$2,096
Multi-Unit Development	Dwelling	$1,373	$880	$168	$53	$2,474
Nonresidential	**Gross Floor Area**	**Roads**	**Parks**	**Fire**	**Police**	**Total**
Retail/Commercial	1,000 sq ft	$3,269	$0	$250	$79	$3,598
Office	1,000 sq ft	$2,790	$0	$121	$39	$2,950
Public/Institutional	1,000 sq ft	$1,266	$0	$56	$18	$1,340
Warehouse	1,000 sq ft	$578	$0	$24	$8	$609
Mini-Warehouse	1,000 sq ft	$282	$0	$5	$2	$288
Industrial	1,000 sq ft	$1,114	$0	$52	$17	$1,183

2. Impact Fee Use Types

I. For the purposes of Table 7-9, use types are defined as follows:

a. Single-Family Detached means a single-family dwelling, including a manufactured home or mobile home, which is detached from other dwelling units.

b. Accessory Dwelling Unit means a dwelling unit complying with the provisions of Section 14-5.3(C)(2**)**.

c. Multi-unit means an apartment complex or other development with multiple dwelling units in one structure which, for the calculation of impact fees, includes duplexes, triplexes, and any other structures which are not considered to be detached from other residential dwellings.

d. Retail/Commercial means an establishment engaged in the selling or rental of goods, services, lodging, or entertainment to the public.

e. Office means a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative, or professional services.

f. Public/Institutional means a governmental, quasi-public, or institutional use, or a non-profit recreational use, not located in a shopping center.

g. Warehouse means an establishment primarily engaged in the display, storage, and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment.

h. Mini-Warehouse means self-storage units less than standard 10’x10’ units.

i. Industrial, manufacturing, and production means an establishment primarily engaged in the fabrication, assembly, or processing of goods.

II. If the type of new development for which a construction permit is requested is not specified on the fee schedule, the Planning and Land Use Director shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use on the fee schedule.

3. Independent Fee Calculation

I. The Planning and Land Use Director may require an independent fee calculation for any proposed development interpreted by the Planning and Land Use Director as not one of those types listed on the fee schedule or as one that is not comparable to any land use on the fee schedule.

II. The preparation and cost of the independent fee calculation study is the sole responsibility of the applicant.

III. The independent fee calculation study shall be based on the same service standards and facility costs used in the impact fee capital improvements plan and shall document the methodologies and assumptions used. The independent fee calculation shall be based on the expected long-term occupancy of the building or development, based on physical characteristics, and not on the characteristics of the proposed initial owner or occupant of the building or development.

IV. An independent fee calculation study submitted by an applicant to calculate a road impact fee shall address all three factors relevant to the generation of service units, namely, trip generation rates, primary trip factors and average trip lengths.

V. After review, the Planning and Land Use Director shall approve or reject the conclusions of the independent fee calculation study.

4. Impact Fees for Development of Land Outside Buildings

The impact fees for development of land outside of buildings that increase the demand for capital facilities is determined by application of the fee for the corresponding type of building. In particular, the building square footage for a retail/commercial use shall include indoor or outdoor sales areas or inventory storage areas, growing area for a garden center/nursery, and any drive-through kiosk and associated queuing lane with or without a roof. If the Planning and Land Use Director determines that development of land outside of buildings is intended for seasonal usage that reduces the increased demand for capital facilities, the Planning and Land Use Director may reduce impact fees charged for the development of land outside of buildings by up to 75% of the original assessment.

5. Impact Fees Based on Primary Use

   I. Impact fees shall be assessed and collected based on the primary use of the building as determined by the Planning and Land Use Director. Uses that are distinct and separate from the primary use, which are not merely ancillary to the primary use and are 1,000 square feet or greater, will be charged the impact fee category based on the distinct and separate use.

   II. Where a permit is to be issued for a building "shell" and Planning and Land Use Director is unable to determine the intended use of the building, the Planning and Land Use Director shall assess and collect impact fees according to the zoning district in which the building is to be located as follows:
      a. C-2 and all SC zones - "Retail/Commercial;"
      b. HZ zone - "Office;"
      c. C-1 and C-4 - "Office;" and
      d. I-1 and I-2 - "Industrial/Manufacturing."

6. Change in Impact Fee Calculation

   I. If there is an increase in the amount of the impact fee calculation once a tenant improvement permit is submitted, the difference from what was paid at the time of the shell permit and the tenant improvement fee calculation shall be paid prior to issuance of the construction permit. If the fee schedule determination for the square footage of the use identified in the tenant improvement construction permit results in a net decrease from what was paid at the time of the shell permit, there shall be no refund of impact fees previously paid.

   II. If a construction permit application modifies or enhances the usage of an existing structure, expands the total floor area of the existing building, or substitutes an existing structure with a new building and a different purpose, the fee will be calculated based on the difference in fees for the new usage or expansion compared to what the current fee would be for the prior use or floor area. If the proposed alteration leads to a net reduction in the fee, there will be no reimbursement of previously paid impact fees.

7. Impact Fees for Live/Work Units

   Live/work developments containing dwelling units in combination with nonresidential floor area in a common building shall pay impact fees for each dwelling unit according to the residential fee rate for "Multi-unit" and for the gross floor area intended for nonresidential use according to the " Office " fee rate. If the initial Live/Work construction permit application is for a shell construction permit, the Planning and Land Use Director shall collect impact fees at the "Office" fee rate. If dwelling units are added as a use within the building after the building has been charged impact fees at a nonresidential fee rate, and there is no increase in gross floor area, the Planning and Land Use Director shall collect only the required

park impact fees for the dwelling units at the fee rate for "Multi-Unit" at the time of the dwelling unit permit application.

8. Appeal of Impact Fee Determination

   The Planning and Land Use Director’s determination of impact fees required may be appealed to the City Manager within 30 days from the date of the determination. The City Manager's decision is final.

H. Use of Fees

1. An "impact fee fund" that is distinct from the general fund of the City is created, and the impact fees received shall be deposited in the following interest-bearing accounts of the impact fee fund:
   I. Fire impact fee account;
   II. Police impact fee account;
   III. Parks impact fee account; and
   IV. Roads impact fee account.
2. The impact fee accounts shall contain only those impact fees collected pursuant to this section for the type of facilities reflected in the title of the account, plus accrued interest.
3. The money in each impact fee account shall be used only for the following:
   I. To acquire or construct capital improvements or facility expansions of the type reflected in the title of the account and identified in the capital improvements plan;
   II. To pay debt service on the portion of any current or future general obligation bond or revenue bond used to finance capital improvements or facility expansions of the type reflected in the title of the account and identified in the capital improvements plan;
   III. Planning, surveying and engineering fees paid to an independent qualified professional who is not an employee of the City or county for services provided for and directly related to the construction of capital improvements or facility expansions;
   IV. Fees actually paid or contracted to be paid to an independent qualified professional, who is not an employee of the City, for the preparation or updating of a capital improvements plan;
   V. Up to three percent of total impact fees collected for administrative costs for City personnel, for professional services related to impact fee assignment/distribution or for reporting to the capital improvements advisory board; and
   VI. Refunds as provided in subsection J, below.

I. Credits

1. Credit against impact fees shall be provided for contributions made by developers toward the cost of capital improvements or facility expansions identified in the Impact Fees Capital Improvements Plan and eligible for funding with impact fees pursuant to the provisions of this section.

I. Credits for eligible improvements are effective when the payment has been made, the land has been dedicated in fee simple to the City, or the improvements have been completed and have been accepted by the City.

II. No credit shall be applied to the road impact fee for improvements to the major roadway system that primarily serve traffic generated by the development project, such as acceleration/deceleration lanes into and out of the project.

III. No credit shall be applied to the road impact fee for installation of a traffic signal or intersection improvement at the intersection of a public street and a private road or driveway.

2. To receive credit for eligible improvements, the developer shall submit complete engineering drawings, specifications, and construction cost estimates to the Planning and Land Use Director. The Planning and Land Use Director shall determine the amount of credit due based on the information submitted or, where such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the Planning and Land Use Director.

3. The Planning Commission or Governing Body may approve a credit for eligible improvements as a condition of approval for a plat, development plan, or other similar application.

4. To qualify for an impact fee credit, the developer shall enter into an impact fee credit agreement with the City prior to plat or plan recordation. The approved impact fee credit shall be identified on the plat to be used at the time of construction permit in the fee calculation. The impact fee credit agreement shall specify the following:

I. The amount of the credit;

II. How the credit will be allocated within the development project; and

III. How the developer will be reimbursed for the cost of in-kind contributions that exceed the amount of impact fees due from the development project.

5. If the new development for which credits have been issued is sold to different owners, the credits usable by each new owner shall be calculated in terms of each owner's percentage share of the impact fees against which the credits were issued that would otherwise be due from the entire new development.

6. The right to claim credits shall run with the land and may be claimed only by owners of property within the new development for which the land was dedicated or the improvement was made. Credits issued for a particular new development shall not be transferable to another development.

7. Credits provided pursuant to this section shall be valid for ten years from the effective date of the impact fee credit agreement.

8. In the absence of an impact fee credit agreement specifically providing otherwise, no reimbursement shall be made to a developer for the amount of credit due in excess of impact fees otherwise due from the development.

J. Submittals

1. Submittal Requirements

   All construction permit applications must include the following information as required and applicable for residential and nonresidential impact fee assessment.

I. Recorded Plat or Development Plan

II. Total Conditioned Floor Area square footage for residential development and Floor Area, Gross square footage for nonresidential development clearly indicated as part of the Design Data information within the General Notes plan sheets.

III. For multi-unit projects, include a site reference map with individual buildings clearly labeled and keyed to the individual construction permit applications and a table on the site reference map plan sheet identifying the number of dwelling units per building and totaled for the entire project.

IV. Clear explanation of any intensification such as additional dwelling units on a residential property and additional gross floor area for commercial uses.

V. Use type for nonresidential developments.

VI. Engineered water plans including meter schedule declaring size and quantity of all new and existing water meters.

2. Furnishing false information on any matter relating to the administration of this Section 14-8.14, including the furnishing of false information regarding the expected size, use or impacts from a proposed new development , is a violation of this Section 14-8.14. The city may issue a stop work order or rescind any permits issued in reliance on the previous payment of such impact fee. (Ord. No. 2014-28 § 4)

K. Payment, Refund & Record-Keeping Provisions

1. If an impact fee has been calculated and paid based on a mistake or misrepresentation, it shall be recalculated and paid as follows:

I. The amount overpaid by an applicant shall be refunded by the Planning and Land Use Director to the applicant within 30 days after the approval of the recalculated amount;

II. The amount underpaid by the applicant shall be remitted to the City within 30 days after the applicant is notified of the recalculated amount and is provided with an invoice in that amount; and

III. In the case of an underpayment or nonpayment of impact fees, the City shall not issue any additional permits or approvals for the project for which the impact fee was previously underpaid until such underpayment is corrected and, if amounts owed to the City are not paid within the 30-day period, the City may also issue a stop work order or rescind any permits issued in reliance on the previous payment of the impact fee.

2. Upon the request of an owner of the property for which an impact fee has been paid, any money in the impact fee fund paid for that property that has not been spent within seven years after the date on which the fee was paid shall be returned to the current owner of record as listed with the county assessor with interest since the date of payment.
   I. Money in each impact fee account is considered to be spent in the order collected on a first in/first out basis.
   II. Interest shall be calculated from the date of collection to the date of refund at the statutory rate set forth in Section 56-8-3 NMSA 1978 (Interest Rate; No Written Contract).
   III. Requests shall be filed with the City within 30 days of the eligibility for the refund.
   IV. Response to a request for a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the current owner of the property within 30 days of the date the refund was requested.
   V. All refunds shall be made to the current owner of the property at the time the refund is paid.
   VI. Notwithstanding the provisions of (I) through (V) above, if the impact fees were paid by a government entity, notice shall be given to and the refund shall be made to the government entity.
3. If an applicant has paid an impact fee required by this section and the construction permit later expires without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, the applicant who paid the fee is entitled to a refund of ninety-seven percent of the fee paid, without interest. To be eligible to receive such refund, the applicant who paid the fee must submit an application for the refund within 30 days after the expiration of the permit or extension for which the fee was paid.
4. Records shall be available for review by the public during normal business hours and with reasonable advance notice. The Planning and Land Use Director shall maintain accurate records of the impact fees paid, including the:
   I. Name of the person paying the fees;
   II. Project for which the fees were paid;
   III. Date of payment of each fee;
   IV. Amount(s) received in payment for each fee;
   V. Amount of any credits provided against the fees or refunds paid; and
   VI. Any other information the City deems appropriate or necessary for the accurate accounting of the fees.

5. The service area is established pursuant to NMSA 1978, Section 5-8-21 and, until modified for the road, fire, and police impact fees, is the incorporated area of the city, as may change over time with annexation; and for the parks impact fee is the incorporated area plus the city-owned land in the unincorporated area known as the municipal recreation complex and the Marty Sanchez golf course.

L. Annual Report and Periodic Updates

The capital improvements advisory committee (CIAC) shall file an annual report for review by the Governing Body detailing impact fee revenues collected during the previous year, current impact fee fund amounts, and capital improvements plan projects under construction that are using impact fee revenues. The land use assumptions and capital improvements plan on which the impact fees imposed by this section are based shall be updated at least every five years. The five-year period begins on the day the capital improvements plan is adopted. The City shall review its current land use assumptions and update the capital improvements plan in accordance with Sections 5-8-1 to -42 NMSA 1978 (Development Fees Act).

Article 14-8 Design Standards

14-8.1 General Provisions

A. Purpose

The purposes of this Article are to:

1. Provide proper standards that ensure a high-quality appearance of the Santa Fe area and promote good design while also allowing individuality, creativity and artistic expression;
2. Encourage the proper use of the land by promoting an appropriate balance between the built environment and the preservation of open space and natural environmental resources;
3. Protect private and public investment through preservation of open space, protection of natural resources, including the existing tree canopy; providing buffers between incompatible uses and along roadways; and encouraging the planting of appropriate vegetation;
4. Preserve and protect the identity and character of Santa Fe, and enhance the business economy;
5. Promote water conservation and efficiency through preserving natural areas, encourage good soil management and encourage the use of native or drought tolerant plant materials; and
6. Ensure compliance with the City's obligations to the U.S. Environmental Protection Agency (EPA) as a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II permittee.

B. Applicability

Unless otherwise noted, the requirements of this Article apply to all land development activity covered under Chapter 14.

14-8.2 Terrain and Stormwater Management

A. Purpose

The purpose of this section is to protect, maintain, and enhance the health, safety and general welfare of the citizens and natural environment of Santa Fe. The following considerations shall be used during the design and planning process for all proposed developments subject to this section:

1. Ensure sound and orderly development of the natural terrain;
2. Protect life and property from the dangers of flooding and the hazard of improper cuts and fills;
3. Minimize erosion and sedimentation;
4. Minimize destruction of the natural landscape;
5. Protect the scenic character of Santa Fe from the visual blight of indiscriminate cuts and fills and vegetation removal resulting from extensive grading and utility scars;
6. Treat stormwater runoff as a valuable natural resource in Santa Fe, a community that is prone to drought, by encouraging infiltration on site, or water collection and use for outdoor irrigation needs;
7. Control the adverse impacts associated with accelerated stormwater runoff on natural drainage ways and all structures due to increased development and impervious surfaces;
8. Minimize erosion and degradation of arroyo channels and improve the condition of the channels where possible;
9. Respect, protect, maintain, and restore natural drainageways, wetlands, bosques, floodplains, steep slopes, riparian vegetation and wildlife habitat areas;
10. Prevent stormwater runoff from entering or damaging acequias or other irrigation facilities;
11. Integrate stormwater management measures into the landscape and site planning process;
12. Provide effective and aesthetically pleasing solutions to stormwater management and erosion control measures by integrating measures into the overall landscape and site design; and
13. Promote improved water quality through compliance with the EPA NPDES MS4 permit and Construction General Permit (CGP).

B. Applicability

1. Minimum Standards and Submittal Requirements
   I. Minimum standards and submittal requirements for terrain and stormwater management are based on the type of project, and all projects shall meet the minimum standards in Section 14-8.2(D**)**, *Grading Standards.*
   II. Projects for which a construction permit for grading is required by Section 14-8.3, *Flood Regulations,* shall also meet the applicable minimum standards and submittal requirements in Section 14-8.2(G**)** for minor development or Section 14-8.2(H**)** for all other development.

III. Master plan, preliminary development plan, and preliminary subdivision plat applications shall also meet the minimum standards and submittal requirements in Section 14-8.2I.

IV. Final development plan and subdivision plat applications shall also meet the requirements in Section 14-8.2J.

V. All city departments that implement construction projects shall comply with the objectives, intent and minimum standards of this section.

2. Exemptions

A development is exempt from the requirements of this section if it meets the following conditions:

I. Less than 250 square feet of total land area is disturbed;

II. No slopes greater than ten percent are disturbed;

III. Existing drainage patterns on the property are not changed in a way that would increase the amount of stormwater runoff leaving the property, impede the flow of water through the property, or cause significant change to on-site drainage patterns as determined by the City Engineer, and

IV. Adequate erosion control is provided.

3. Alternate Compliance

Applicants may propose alternatives to standard stormwater management techniques, so long as these alternatives allow the project to meet the minimum standards and general requirements of this section. Alternative techniques may be proposed that achieve improved environmental performance, including reduced stormwater runoff, increased infiltration, reduced sedimentation and erosion, and for aesthetic purposes. Proposals for alternate compliance to standard stormwater management techniques are subject to review and approval of the City Engineer in writing, stating the basis for approval of such a waiver request.

C. General Requirements and Best Practices

1. General Requirements

I. The City Engineer may determine the following:

a. The completeness of all required terrain and stormwater management submittals;
b. Compliance with all minimum standards;
c. The acceptability of all proposed erosion control and stormwater management methods; and
d. The need for additional information or written approval in order to determine compliance with the purposes, intent, and minimum standards of this section.

II. The preparation of submittals shall be as provided in this subsection and in accordance with the provisions of Chapter 61 NMSA 1978, *Professional and Occupational Licensing,* regulating the practice of architecture, landscape architecture, engineering, and land surveying.

a. Grading submittals for minor development as defined below in Section 14-8.2G, *Minor Development,* or for grading incidental to the construction or modification of a structure may be prepared by any person, including the homeowner, who has the legal authority to design the structure; however, the City Engineer may require that submittals be prepared and signed by a professional engineer, architect, professional land surveyor or landscape architect licensed in New Mexico if necessary to fulfill the requirements of this section, Chapter 61 NMSA 1978, or applicable regulations;
b. Submittals for development other than minor development or incidental to the construction or modification of a structure shall be prepared as follows:
    1. Topographic plans shall be prepared and certified by a professional engineer or professional land surveyor;
    2. Stormwater management submittals for master plans, subdivisions, and development plans shall be prepared and certified by a professional engineer. Stormwater management submittals for all other types of development shall be prepared by a professional engineer or an architect or landscape architect registered in New Mexico; and
    3. Site restoration submittals shall be prepared and certified by a professional engineer, architect, or landscape architect licensed in New Mexico.

III. No certificate of occupancy or any type of final construction approval shall be issued by the City unless a parcel is in full compliance with the requirements of this section and all inspections have been conducted as described in this section.

IV. Activities permitted pursuant to this section may also require notification or permitting by other agencies, including written approval from the Acequia Madre de Santa Fe community acequia association or other official watercourse-related entity, the EPA, the United States Army Corps of Engineers, the Federal Emergency Management Agency (FEMA) and the New Mexico Department of Environment. It is the responsibility of each applicant to determine whether additional notification or permitting is required.

V. All inspections shall be documented in written form and shall be made available to the City Engineer or code enforcement officer upon request.

2. Best Management Practices

The following best management practices shall be used before and during the construction process:

I. A notice of intent (NOI) for the federal Storm Water Pollution Prevention Plan (SWPPP) is required for projects that disturb one acre or more.

II. Disturbed areas shall be protected from erosion during construction by diverting stormwater around the disturbed area, dissipating the energy of stormwater adequate to prevent erosion, retaining sediment on the disturbed area, or other means adequate to retain soil on site.

III. Except as necessary to install temporary erosion and sediment control devices, land shall not be graded or cleared of vegetation until all such temporary devices have been properly installed and inspected. Temporary erosion and sediment control devices may include silt fencing, swales, straw bales, berms, geotextiles, sediment basins or traps and fencing. Control devices shall be kept in place and functional until the disturbed area is permanently stabilized; or notice of termination (NOT) is filed for projects that require a SWPPP.

IV. All significant trees, and other trees and vegetation, and areas with substantial grass coverage and drainageways that are to remain undisturbed, shall be fenced off prior to the use of any heavy machinery on-site, and shall remain fenced during the entire construction process. Fencing material may include snow fencing, plastic mesh, or other similar fencing material. To protect the root zone of all significant trees, and other trees and vegetation, fencing shall be placed five feet to the outside of their dripline.

V. To prevent soil from leaving a site, soil stockpiles shall be protected from wind and water erosion throughout the time the stockpile remains by using appropriate erosion control techniques. Staging and soil stockpile areas shall be clearly designated on the site. All topsoil shall be kept on site, within the disturbance zone of a construction site and then reintroduced into planting areas to the extent possible. Stockpiled soil shall not be allowed to enter arroyos or other drainageways.

VI. Techniques to prevent the blowing of dust or sediment from the site, such as watering down exposed areas, are required for projects that disturb greater than 5,000 square feet; and alternate forms shall be readily available and used if watering is not sufficient.

VII. Protection for storm drain inlets, drainageways and any stormwater conveyance shall be provided to prevent the entry of sediment and pollutants from the site while still allowing the entry of stormwater.

D. Grading Standards

When a construction permit for grading is required by this section, applications for the permit shall show compliance with the following minimum standards:

1. Cut and Fill Slopes
   I. Exposed cut slopes on a site shall not exceed ten feet in height, except as otherwise permitted by this section. In no case shall the height of a cut exceed the height of any building constructed in the excavated area;
   II. Fill slopes on a site shall not exceed 15 feet in height. Retaining walls for fill slopes shall be no greater than six feet in height as provided in Section 14-8.5C.1, *Maximum Height of Retaining Walls*, except as otherwise provided in Section 14-4.4G, escarpment overlay district *Landscaping*. Fill slopes shall be no steeper than 3:1, unless a structural alternative such as a retaining wall or some other measure acceptable to the City Engineer is provided. Fill slopes shall be compacted in lifts of no more than eight inches with the exception of the top four inches of the slope when required for seeding only;
   III. Cut or fill slopes for roads shall not exceed 15 feet in height; and
   IV. All cut slopes that are not stabilized by a retaining wall or some other measure acceptable to the City Engineer, shall be no steeper than 2:1, unless a structural alternative is provided or unless it can be demonstrated by a geotechnical study that existing soils will naturally accommodate a steeper slope and acceptable revegetation or other erosion control can be achieved.
2. Grading
   I. Grading for buildings is limited to 15 feet beyond the outer edge of the building foundation, patio, wall, driveway, road, parking area, or other constructed facility except as necessary:
      a. For the construction of stormwater runoff management measures in compliance with this section; or
      b. To accommodate required horizontal to vertical measurements for cut and fill slopes.
   II. Natural slopes 30 percent or greater shall remain undisturbed, except for arroyo crossings and for no more than three isolated occurrences of sloped areas where each individual disturbance shall not exceed 1,000 square feet, as approved by the City Engineer. The City Engineer may waive this provision, in writing, stating the reasons and basis for such approval, if evidence is provided by the applicant showing that strict enforcement of this provision would prohibit access to the lot or placement of utilities. This provision applies solely to the construction of roads, driveways, and utility placement and is not intended to allow development on natural slopes exceeding 30 percent. All other applicable provisions of this section and the escarpment overlay district shall remain in effect.
   III. Phasing for grading and clearing may be required by the City Engineer on all sites where construction will not begin immediately after clearing and grading.

IV. A construction permit for grading for driveway construction shall not be issued unless the City Engineer has first determined that the driveway provides access to a buildable area as defined in Section 14-8.2D.3, *Topography,* and that the permit complies with the requirements of Section 14-4.4, *Escarpment Overlay District.*

V. All grading shall have a smooth transition and match into the existing natural grade.

VI. Existing grade below native trees and shrubs shall remain undisturbed throughout the dripline of the plant material. No mounding of soil, fill dirt, organic material, or inorganic debris shall be abandoned under native plant canopies.

VII. The Planning and Land Use Director may approve a preliminary clearing and grubbing permit or a limited grading permit, allowing for work authorized under such permit solely at the risk of the owner, while an application for an associated permit for comprehensive grading and drainage or landscape and utilities is pending.

VIII. Under emergency circumstances, the Planning and Land Use Director may issue an emergency grading permit at owner's risk prior to the submission of an application. A permit issued under these circumstances shall expire 12 months after issuance with no allowance for extensions.

IX. All grading completed on the site shall conform to the approved grading plan.

3. Topography

I. Each residential lot shall have a buildable site designated as suitable for a building with a footprint of not more than 40 percent of the minimum required net lot area or 2,000 square feet, whichever is less, which can be developed in accordance with the terrain and stormwater management standards and with other applicable development standards, including required setbacks and access requirements. The Planning Commission, or the Planning and Land Use Director for resubdivisions or other administrative plat approvals, may approve residential lots with a smaller buildable site to accommodate lot size averaging or within multi-unit developments.

II. At least one-half of the area designated as suitable for building and at least one-half of any building footprint shall have a natural slope of less than 20 percent; the remainder of the area or building footprint may have a natural slope from 20 up to 30 percent.

III. The first-floor finished floor elevation at any point of any portion of a building built on a natural slope of 20 percent or greater shall not exceed five vertical feet above the natural slope at that point.

IV. No structure shall be built on a natural slope of 30 percent or greater.

E. Stormwater Management

1. General Standards
   I. Stormwater management measures shall be:
      a. Selected to best accommodate the specific geologic, hydrologic, and topographic features of the land to be developed;
      b. Designed as both a comprehensive and integral part of the development; and
      c. Designed to directly address additional flows that result from the proposed development. Compliance with these standards shall not be achieved by alterations to flows upstream of a proposed development; and
   II. Stormwater management plans may be designed to incorporate measures shared by two or more developments; provided that the measures comply with the minimum standards of this section, including provision of an enforceable legal agreement for construction and maintenance.
2. Discharge Standards
   I. Except as otherwise required by this section, the stormwater runoff peak flow rate discharged from a site shall not exceed pre-development conditions for any frequency storm event up to the one percent chance, 24-hour storm event at each discharge point;
   II. Runoff control measures may include the use of detention or retention basins, active and passive water harvesting techniques, swales, berms, check dams, vegetative ground cover, permeable pavements, tree wells, dry wells, cisterns and other techniques appropriate for retaining and infiltrating water on-site;
   III. To facilitate proper drainage adjacent to structures, no mechanical or electrical equipment shall be installed within a setback where there is less than five feet of clearance between the equipment, a structure, or a property line;
   IV. Stormwater shall not be discharged into any watercourse or drainage channel without adequate reduction of flow velocity, which shall be accomplished by erosion control techniques that may include the routing or energy dissipation of stormwater runoff to a vegetated swale, vegetated basin, or stone-protected area. The techniques used shall be sufficient to diminish runoff velocity and spread runoff flow adequately to avoid erosion upon entering the watercourse;
   V. Stormwater runoff shall not be routed into irrigation ditches, canals, acequias or watercourses related to an acequia system, unless specific plans have been approved in writing by the person legally responsible for the operation and maintenance of the facility and the City Engineer. The developer is responsible for obtaining all such approvals before submittal of an application; and
   VI. An active, historic acequia, whether on-site or off-site, shall not be disturbed in any way by building development or construction activity, unless specific plans have been approved in writing by the person or entity legally responsible for the operation and maintenance of the acequia. The developer is responsible for obtaining all such approvals before submittal of an application.

3. Detention Basin Standards
   I. Stormwater detention basins and overflow structures shall be located, sized, and designed to adequately accommodate flows from a one percent chance, 24-hour storm event; provided, however, that such basins shall also be equipped with outflow structures that limit flow-through from lesser-magnitude storms to runoff rates equal to or less than pre-development runoff rates;
   II. Infiltration, detention, and retention basins shall provide a means of controlling and removing sediment. Methods may include sedimentation settling ponds, sediment traps, filters on drop inlets, or other methods;
   III. All basins shall be designed to empty within 24 hours;
   IV. Landscape treatment of detention and retention basins may be required in accordance with Section 14-8.4, *Landscape and Site Design;* and
   V. Discharge standards for minor development are provided in Section 14-8.2G.2.
4. Detention in Cisterns
   I. Cisterns may be used if they are connected to an irrigation system or other water use;
   II. A maximum of 50 percent of required stormwater detention volume may be stored in cisterns, except that 100 percent may be stored in cisterns for minor development; and
   III. Cisterns shall be installed and operated in compliance with applicable provisions of other regulations, including Section 14-8.4, *Landscape and Site Design,* and Chapter 7, *Building and Housing.*
5. Arroyo, Stream, and Watercourse Standards
   I. For arroyos, streams, or watercourses that carry 100 cubic feet per second or more of stormwater flow in a one percent chance event, all structures, paved roads, driveways, and parking lots shall be set back a minimum of 25 feet from the top shoulder of an arroyo plus the depth of the arroyo channel; provided, however, that this setback provision does not apply to stormwater management structures or public access trails. The City Engineer may waive this provision, in writing, stating the reasons and basis for such approval, if evidence is provided by a professional engineer demonstrating arroyo bank stability;
   II. For arroyos, streams or watercourses that carry less than 100 cubic feet per second in a one percent chance event, the City Engineer may require a setback based on soils and hydrologic information supplied by the applicant;
   III. Except for erosion control measures, stormwater management measures, provision of public access trails, or the placement of underground utilities required for development, no grading shall occur within the setback area;

IV. Where practical, erosion control and channel stability in arroyos, streams, or watercourses shall be achieved using techniques that reduce stormwater velocity and pollution, preserve active floodplains, provide adequate room for flood waters to spread safely, and use native vegetation. Arroyo and watercourse banks shall not be armored with concrete, gabion baskets, sheet piling, rip-rap or similar hardened material, unless no reasonable alternative exists to protect public infrastructure or pre-existing structures; and

V. Fences, walls, or other structures may not be constructed in or across an arroyo, stream, or watercourse, with the exception of an approved design for a single cable strung between posts.

6. Increase in Minimum Standards

The City Engineer may require implementation of more than the minimum stormwater standards if there is evidence of increased flooding, channel erosion, or sedimentation on a site or immediately downstream of the site, as a direct result of conditions on the site. Increased requirements shall be limited to the following on-site measures:

I. Erosion and sediment control measures extended to a broader area of the site than the development area;

II. Revegetation or stabilization of highly eroded areas;

III. Arroyo restoration or other erosion control measures within highly eroded channels; or

IV. A combination of the measures specified in provisions I through III.

F. Site Stabilization and Erosion Control

1. Soil stabilization and erosion control measures for all land disturbed by construction shall be completed within 21 days after completion of construction or other activities on a site that interfere with soil stabilization measures.

2. One or more of the following stabilization and erosion control measures shall be used:

   I. Revegetation with appropriate drought-tolerant plant materials, including grasses or other ground cover;

   II. Restoration with bioengineering techniques such as live staking, brush layering, brush mattress and live crib walls; and

   III. Stabilization with stones, terracing or similar techniques.

3. All trees and shrubs shall be mulched and irrigated until established. Grass seed should either be hydroseeded or covered with biodegradable material or synthetic soil erosion control blankets or matting and irrigated until established. Irrigation shall be comply with the irrigation requirements in Section 14-8.4D.4.

4. If the time of year is not conducive to planting, planting may be delayed until the next appropriate planting season, with the submittal of a financial guarantee in a form acceptable to the Planning and Land Use Director. In the interim, all appropriate temporary erosion control measures shall be maintained until permanent erosion control measures are implemented.

G. Standards for Minor Development; Submittal Requirements

1. Minor Development

   A minor development includes the construction of any structure, including single family residences, additions, sheds, garages, fences, driveways, or pavement that meets all of the following criteria:

I. It takes place on a single lot or a subdivision of fewer than three lots;

II. It results in cumulative total disturbance of less than 5,000 square feet of land on a lot;

III. It disturbs no slope equal to or greater than 20 percent; and

IV. No more than 3,500 square feet of new impervious surface is created per lot.

2. Minimum Standards; Discharge Standards

Minor development must comply with the standards in Section 14-8.2D and Section 14-8.2E, except that the minimum volume of water to be contained or infiltrated on site shall be determined by multiplying the total area of new impervious surface, in square feet, by 0.16 feet to arrive at a value expressed in cubic feet, i.e., 160 cubic feet of water containment is required per 1,000 square feet of impervious surface.

H. Submittal Requirements

1. For Minor Development

Construction permit applications for grading for minor development must provide sufficient information to demonstrate compliance with the standards of this section, including provisions 1 and 2 in subsection G above, and the following, unless the requirement is waived by the Planning and Land Use Director:

I. A brief narrative description of the proposed project;

II. A topographic map of the property to scale, including United States Geological Survey quadrangle maps or maps generated by the City, adequate to show elevation contours, natural drainageways and existing and proposed improvements;

III. A brief written description or representative photographs of the type of existing vegetation, such as piñon and juniper trees, annual weeds, grass cover, bare ground and so on, and approximate coverage of existing vegetation at the site, and a plan for vegetation removal at the site;

IV. A description of all proposed grading or ground disturbance;

V. Calculations and a plan drawing showing:
   a. The size, volume, dimensions and location of all proposed runoff containment structures or methods and how water will be directed to the structures or methods; and
   b. Percolation test results or other means of demonstrating that containment structures will empty within 24 hours;

VI. A roof runoff drainage plan;

VII. A planting plan for revegetation showing proposed plant materials and a description of the proposed irrigation method or other methods used to establish vegetation and prevent erosion until vegetation becomes established; and

VIII. Special flood hazard areas designated by FEMA on the Flood Insurance Rate Map (FIRM).

2. For All Other Development

All other development that requires a construction permit for grading, and that is not classified as minor development under the provisions of Section 14-8.2G above shall meet the following minimum submittal requirements:

I. Submittals for construction permit applications for grading must provide sufficient information to show compliance with Section 14-8.2D and Section 14-8.2G. Unless waived by the Planning and Land Use Director, submittals must include a topographic survey and grading plan with elevation contours shown at not more than two-foot intervals on slopes less than 30 percent and five-foot intervals on slopes of 30 percent or greater that shows the following:
   a. All sloped areas of zero to 20 percent, 21 to 30 percent, and greater than 30 percent, clearly marked and differentiated by shade, tone, or color at a scale sufficient to allow verification of the calculations;
   b. Ground elevations that conform to either the United States Geological Survey sea level datum, as modified, or to the City's monument system;
   c. The designated buildable sites or buildable areas;
   d. All areas to be graded on the site and the final contours to be achieved by the grading;
   e. All finished floor or grade elevations;
   f. Spot elevations, as needed;
   g. Areas of soils with severe limitations for the intended use;
   h. The location of temporary erosion control structures and methods used, including staging and stockpile areas;
   i. All significant trees and areas with substantial grass coverage to be removed;
   j. A construction schedule when the project will be developed in phases;
   k. The location of fencing around the areas to be protected;
   l. The ratio of horizontal to vertical measurement for cut and fill slopes;
   m. The total volume, in cubic yards, of earth to be moved;
   n. All existing disturbed areas;
   o. Special flood hazard areas designated by FEMA on the Flood Insurance Rate Map (FIRM); and
   p. Date, method of survey, and certification from a New Mexico professional engineer or professional land surveyor that the plan complies with national map accuracy standards.

l. Master Plans, Preliminary Development Plans and Preliminary Subdivision Plats

1. All land below the base flood elevation for a one percent chance event shall be dedicated as a drainage easement and as public or private open space or public right-of-way; and
2. For all development where one-half or more of the land within the project site exceeds 20 percent slope, the quantity and peak flow rate of post-development stormwater runoff on all developed or disturbed land shall not exceed 75 percent of the quantity and peak flow rate of the pre-development runoff.
3. Submittals

Submittals for master plans, preliminary development plans and subdivision plats shall include:

I. A conceptual plan and report that shows the general approach proposed for terrain and stormwater management, and how the proposed development meets all of the minimum standards described in Section 14-8.2D;

II. A topographic survey and grading plan as outlined in Section 14-8.2(H)(2).I; and

III. A brief description of the watershed directly upstream and downstream of the parcel, including the size, terrain, type, and extent of vegetation cover and degree of development for all areas draining to the project site.

J. Final Development Plans and Subdivision Plats

1. Minimum Standards

   Final development plans and subdivision plats shall meet the minimum standards described in Section 14-8.2D, Section 14-8.2E, and Section 14-8.2I.

2. Submittals

   Submittals for final development plans and subdivision plats shall include:

I. All submittals required pursuant to Section 14-8.2H;

II. A long-term maintenance schedule for the life of the stormwater management measures, including the time frame for completion and the responsible party who shall perform the maintenance; and

III. An as-built certification signature block to be executed by a professional engineer after the project completion to ensure that the constructed stormwater management systems comply with the approved stormwater plans.

K. Inspections and Violations During Construction Process

1. For all nonresidential projects and all residential projects that do not qualify as minor development, an applicant shall notify the Planning and Land Use Director to set up an inspection at the following times:
   I. When the construction erosion and sediment control devices and measures are in place;
   II. When final stormwater management measures are completed;
   III. When the final site stabilization and erosion control measures are completed; provided that, if final site restoration measures are being delayed due to the season, the applicant shall install temporary erosion control measures approved by the City Engineer and request inspection of the temporary measures.
2. Further construction or issuance of any permits shall not occur until written approval has been granted by the inspector after a grading and drainage and erosion control inspection has been completed in accordance with approved permit plans.
3. The Planning and Land Use Director may enter upon any property subject to this section at reasonable times to conduct inspections of grading, erosion, and stormwater management measures to determine compliance with City policies and procedures and to carry out duties in the enforcement of this section; and
4. The Planning and Land Use Director may waive or consolidate any inspections required under this section.

L. Dedications, Easements, and Rights-of-Way

1. All land below the base flood elevation for a one percent, 24-hour storm event shall be dedicated as a drainage easement and as public or private open space or public right-of-way.
2. Dedications to the City may be required by the City Engineer for the components of the stormwater drainage system, including access for maintenance. The types of all easements and open space dedications shall be determined by the City Engineer. If a dedication is required, it shall be designated on the development plan or plat and in effect prior to construction permit approval.

3. An applicant may make requests for acceptance of dedications of a stormwater drainage system to the City; however, the City is not obligated to accept a dedication offer. Only the Governing Body may accept dedications to the City. If a dedication is offered to and accepted by the City, it shall be designated on the plan or plat and shall be in effect prior to construction permit approval.

M. Long-Term Maintenance Responsibilities and Inspections

1. Responsibilities
   I. Unless a dedication of the stormwater management system was required and accepted by the City, all stormwater management measures and facilities shall be maintained in good condition by the fee simple owner of the property or a property owners association.
   II. The stormwater management system shall be maintained in accordance with approved stormwater management plans and promptly repaired in case of malfunction, degradation, damage, or failure to operate as approved.
   III. Maintenance shall include the repair and restoration of all grade surfaces, walls, swales, drains, dams, ponds, basins, site restoration measures, associated vegetation and any other stormwater measure constructed on site.
   IV. Where a property or homeowners association assumes the responsibility for maintenance or upkeep of stormwater or other infrastructure, the association may not be disbanded without another party assuming the designated responsibility for repair and maintenance.
2. City Inspections

   The City or its authorized agent may enter upon a property that is subject to this section at reasonable times to access the stormwater management system to ensure that the system is maintained in proper working condition that meets the approved stormwater management plans and the objectives and minimum standards of this section.
3. Maintenance Violations

   If, after notice by the City to correct a violation requiring maintenance work, satisfactory corrections are not made by the owner or responsible party within a reasonable period of time, the City may perform all necessary work to place the facility in proper working condition. The owner or responsible party of the facility shall be assessed the associated costs of the work.

14-8.3 Flood Regulations

A. Adoption of Special Flood Hazard Areas

1. The City adopts the special flood hazard areas identified by FEMA in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Santa Fe County, New Mexico and Incorporated Areas," with accompanying FIRM, effective June 17, 2008, and December 4, 2012.
2. The City may adopt and establish other flood hazard zones or elevations as identified in the following:
   I. Subsequent drainage studies prepared for and accepted by the City;
   II. Subsequent letters of map amendment and letters of map revision, as prepared for and accepted by FEMA; and
   III. Other known flood hazard zones identified by the Floodplain Administrator and adopted by the governing body.

B. Applicability; Permit Required

1. The requirements of this section are in addition to and not in lieu of other provisions of Chapter 14.
2. New development, including substantial improvements to existing structures, shall comply with the standards of this section. However, this section does not apply to an application meeting either of the following criteria:
   I. The project is limited to work that does not change the footprint, size, or enclosed area of an existing structure, such as re-roofing, re-stuccoing, or interior remodeling; or
   II. The project will not result in an increased flood risk to persons or structures or their contents as determined by the Floodplain Administrator, who may require certification by a professional engineer.
3. Regardless of applicability of this section, all development in a special flood hazard area, including excavation and fill operations, requires approval of the Floodplain Administrator and a permit.

C. Development in Special Flood Hazard Areas

1. Terminology
   I. For purposes of this section, the special flood hazard area is that shown on the appropriate FIRM. Flood fringe, floodway, and base flood elevation shall be shown as required by the Floodplain Administrator.
   II. Zone A areas have a one percent annual chance of flooding. This flood is also called the 100-year flood. Base flood elevations for Zone A areas have not been determined.

III. Zone AE areas have a one percent annual chance of flooding. This flood is also called the 100-year flood. Base flood elevations for Zone AE areas have been established.

2. Development Proposal Requirements

I. All newly created lots shall contain a buildable area that is entirely outside of any special flood hazard area.

II. If an existing lot contains land both within and outside of the special flood hazard area, any new construction, including roads and driveways, shall only be outside of the special flood hazard area, except as allowed by subsections E and F of Section 14-8.3 and Section 14-1.13E.

III. If an existing lot contains no land outside the special flood hazard area, any new construction shall only occur in the flood fringe and only pursuant to subsections E and F of Section 14-8.3 and Section 14-1.13E.

IV. For subdivisions or other developments greater than 50 lots or five acres that are located entirely or partially within a special flood hazard area, base flood elevations shall be shown on the development plan or subdivision plat for all lots that are entirely or partially within the special flood hazard area.

V. On an application for subdivision plat or development plan approval, where the tract or portions of the tract are located within a special flood hazard area, the applicant shall submit detailed hydrologic data indicating the water surface elevations for a one percent chance event, depicted for sections of the drainage channel at intervals of no greater than 100 feet. The special flood hazard area shall be further defined as floodway and flood fringe, if applicable. The special flood hazard area, FIRM panel number, and date shall be accurately depicted by an architect, professional land surveyor or professional engineer on the development plan, subdivision plat, and construction permit where applicable.

VI. The Floodplain Administrator may waive the requirement for the submission of detailed hydrologic data based on a site investigation. However, any request for a waiver from the standards of this section shall be processed by the Planning Commission as a variance, pursuant to procedures described in Section 14-2.1H.1.IV.

VII. New and replacement water supply and sanitary sewage systems located in special flood hazard areas shall be designed to minimize or eliminate infiltration.

VIII. On-site liquid waste disposal systems located in special flood hazard areas shall be designed to avoid impairment or contamination.

IX. In A and AE zones, recreational vehicles shall be:
   a. Elevated and anchored; or
   b. On the site for fewer than 180 consecutive days; or
   c. Fully licensed and highway-ready.

D. Engineering Criteria

The analysis, determination, and designation of base flood elevation, special flood hazard areas, floodway or flood fringe shall adhere to professional hydrologic and hydraulic engineering techniques supplemented with data obtained by field examination and surveys as necessary. Engineering practice manuals of the American Society of Civil Engineers and similar competent manuals of professional hydrologic and hydraulic engineering techniques may be used in accordance with FEMA requirements.

E. Land Use and Development in Floodway

No uses shall be permitted within the floodway, except those set out in this subsection; provided that such uses comply with the provisions of Article 14-5, *Use Regulations,* and any other applicable federal or state law; and further provided that such uses do not constrict flow or create a rise in the base flood elevation during the one percent chance event:

1. Cultivating and harvesting of crops according to recognized soil conservation practices;
2. Pasture, grazing land;
3. Wildlife sanctuary, woodland preserve;
4. Outlet installations for sewage treatment plants and sealed public water supply wells;
5. Passive recreational uses such as parks or trails;
6. Open area residential uses, such as lawns, gardens and play areas;
7. Stormwater management and arroyo or watercourse stabilization facilities, such as check dams and revetements, provided that any such facilities that constrict flow or create a rise in the base flood elevation during the one percent chance event comply with all applicable FEMA requirements and all provisions of this section that are more stringent than the FEMA requirements;
8. Legal nonconforming uses occupying structures in existence on June 17, 2008; provided that such uses may not be intensified and that the structures that such uses occupy comply with all applicable FEMA requirements and all provisions of this section that are more stringent than the FEMA requirements;
9. Active recreational uses that do not include permanent structures and so long as any temporary structures or equipment are removed when not in active use; and
10. Railroads, streets, driveways, bridges, private and public utility lines that cross the floodway with minimal disturbance as determined by the Floodplain Administrator, and structural works for the control and handling of flood flows, such as dams, embankments, flood walls, velocity control structures or storm drainage control and handling works (with the exception of required stormwater detention facilities) provided that any such facilities that constrict flow or create a rise in the base flood elevation during the one percent chance event comply with all applicable FEMA requirements and all provisions of this section that are more stringent than the FEMA requirements.

F. Land Use and Development in Flood Fringe

1. No uses shall be permitted within the flood fringe except those set out in this subsection; provided that such uses comply with the provisions of Article 14-5, *Use Regulations,* and any other applicable federal or state law.
2. All uses permitted in the floodway pursuant to Section 14-8.3E are also allowed in the flood fringe.
3. Storage, processing, or disposal of materials that in time of flooding are buoyant, flammable, explosive, toxic, or could be injurious to human, animal, or plant life, are prohibited within the flood fringe.

4. No fence, wall or similar structure shall be erected in or across any arroyo, stream, or watercourse unless it is designed to break away and not to cause a flow obstruction.

5. At-grade parking facilities are allowed so long as such facilities cannot be reasonably accommodated outside the flood fringe, as determined by the Floodplain Administrator.

6. Structures or uses within the flood fringe portion of the special flood hazard area meeting the following requirements are allowed upon review by the Floodplain Administrator and issuance of a permit, to the extent that they are not prohibited by any other ordinance, plan, or policy:

   I. Residential or nonresidential structures, to be constructed or substantially improved in the flood fringe, shall have the elevation of the lowest floor at least one foot above the base flood elevation. The Floodplain Administrator may authorize dry flood proofing for protection of nonresidential structures where the elevation of existing streets or utilities make compliance with this provision infeasible, or in other special circumstances. The design and construction methods of dry flood proofing shall comply with 44 CFR Section 60.3 of the National Flood Insurance Program regulations as certified by a professional engineer or architect;

   II. Structures shall be designed and constructed to withstand flood conditions at the proposed construction site;

   III. New construction and substantial improvements with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement shall either be certified by a professional engineer or an architect or meet or exceed the following minimum criteria:
      a. A minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
      b. The bottom of all openings shall be no higher than one foot above finished grade; and
      c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of flood waters;

   IV. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

V. Sanitary and storm sewer drains shall be equipped with valves capable of being closed, manually or automatically, to prevent backup of sewage and stormwaters into the building or structure;

VI. The base flood elevation shall be certified and superimposed on the site plan, and accurately depicted on the elevation drawings for all sides of a building by a professional surveyor, professional engineer, or architect. The elevation drawings shall also indicate the lowest floor elevation and location of all windows, doors or other openings. The Floodplain Administrator may request additional data for the construction permit if deemed necessary;

VII. Before issuance of a construction permit for the construction of a structure in the flood fringe, a professional engineer shall certify that the structure has been designed to conform with the provisions of this subsection, and that the bottom of all openings in the enclosure are no more than one foot above the base flood elevation. The same professional engineer shall also certify, upon completion of the structure, that construction complies with the submitted plans;

VIII. A manufactured home or mobile home shall be elevated on compacted fill or pilings. The lowest floor of the manufactured home or mobile home shall be at least one foot above the base flood elevation;

IX. Manufactured homes or mobile homes shall be anchored to resist flotation, collapse, or lateral movement by providing:

a. Over-the-top ties at each of the four corners, with two additional ties per side at intermediate locations, and for manufactured homes or mobile homes less than 50 feet long, one over-the-top tie at each of the four corners is required;
b. Frame ties at each corner with five additional ties per side at intermediate points and for manufactured or mobile homes less than 50 feet long, four ties are required per side;
c. All components of the anchor system shall be capable of carrying a force of four thousand eight hundred pounds; and
d. Additions to the manufactured home or mobile home shall be similarly anchored;

X. For existing manufactured home or mobile home parks located in the special flood hazard area, a vehicular circulation plan indicating alternative vehicular access and escape routes during the one percent chance event shall be submitted as part of any improvement, construction, or development project; and

XI. No new manufactured homes, mobile homes, or foundations for either type of structure shall be permitted in the special flood hazard area.

G. Legal Nonconforming Structures in the Special Flood Hazard Area

Legal nonconforming structures in special flood hazard areas may be replaced as set forth in Section 14-1.13(E), *Legal Nonconforming Structures in Special Flood Hazard Areas.*

H. Amendment to FIRM

1. Amendments to the established base flood elevations and special flood hazard areas may be initiated either by the Floodplain Administrator or by any other person through application to FEMA. The application shall be accompanied by sufficient copies of supporting plans and reports as required by FEMA to meet the minimum requirements of the National Flood Insurance Program (NFIP). If the application is not made by the Floodplain Administrator, a copy of the submission to FEMA shall be forwarded to the Floodplain Administrator. The Floodplain Administrator may provide comments to FEMA on any submission for a map change.
2. In addition to the change described in this subsection and on the basis of hydrologic data, the governing body may establish additional flood hazard zones and modify these additional flood hazard zones by ordinance. The amendment may be for non-FEMA-approved changes but shall not be less restrictive than FEMA requirements. Where the change affects land owned by persons other than the applicant, all affected property owners shall be notified of the change by first class mail, with a certificate of mailing provided by the U.S. post office submitted to the floodplain administrator.
3. The governing body's decision to add or amend a special flood hazard area shall be based on appropriate information, including detailed engineering analysis and recommendations in reports and plans done by or for the City or other governing agencies, including those prepared for construction permits and subdivisions.
4. If the governing body denies a change to the flood hazard zone, the reasons for denial shall be stated in a written report.
5. Prior to approval by the governing body, the floodplain administrator shall notify the state coordinator for the NFIP at the New Mexico homeland security and emergency management department.
6. If major alterations to a watercourse are proposed adjacent to the corporate limits of Santa Fe, the floodplain administrator shall notify the Santa Fe county manager and Santa Fe county floodplain administrator of such proposal.

I. Warning and Disclaimer of Liability

The degree of flood protection intended to be provided by this section is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on occasions or the flood height may be increased by natural or manmade causes. This section does not imply that areas outside the special flood hazard area or land uses allowed within such area will be free from flooding or flood damages. This section does not accept or establish liability on

the part of the governing body or any official, employee or agent of the governing Body for any flood damages that result from reliance on this section or any administrative decision lawfully made pursuant to this section.

14-8.4 Landscape and Site Design

A. Purpose

1. The purposes of this section are to:
   I. Foster the creation of regionally appropriate, sustainable landscapes;
   II. Reduce urban heat island effects generated by expanses of exposed pavement;
   III. Protect existing healthy vegetation to the greatest extent possible as an important cultural, environmental, and economic resource.
   IV. Promote soil health through adherence to New Mexico Department of Agriculture's Healthy Soil Principles to the maximum extent practicable.
   V. Emphasize water conservation.
   VI. Protect and promote the health and beauty of natural settings and urban landscapes, to recognize and provide for appropriate changes in the urban context and to protect and preserve public and private landscape resources.
2. These purposes are accomplished by a variety of strategies, including emphasizing use of climate-resilient plants when replacement or re-planting occurs; requiring water harvesting and encouraging the development of alternate sources of landscape irrigation water, because potable water is an increasingly scarce resource; guiding landscape design, installation, and maintenance to foster a responsible and judicious use of water and other natural resources through use of water conservation, water harvesting, and irrigation; and, consistent with the purposes of Chapter 14, enhancing the appearance of Santa Fe's streets and public places in order to promote their role as community amenities and social spaces that contribute to civic pride and vitality.

B. Applicability

1. This section applies to the following applications for development approval:
   I. Subdivision plats, except lot splits and resubdivision plats;
   II. Development plans;
   III. Master plans;
   IV. Construction permits and conditional use approvals as follows:
      a. All new nonresidential and multi-unit construction resulting in an enclosed structure with a gross floor area greater than 1,000 square feet; and
      b. Additions or remodeling of existing nonresidential and multi-unit structures and landscape improvements to comply with this section, as prioritized by the Planning and Land Use Director, shall be required up to a total cost of 20 percent of the construction valuation; and
   V. Development on City-owned land.

2. The following requirements apply to all development, including applications for construction of and exterior alterations to single-family dwellings and landscaping activities not directly associated with development applications:
   I. Provisions Section 14-8.4D.1.II regarding passive water harvesting, Section 14-8.4D.3, *Water Features*, and Section 14-8.4D.4, *Irrigation Standards;* and
   II. Subsections Section 14-8.4E.3, Controlled or Prohibited Plant Materials, Section 14-8.4E.4, Turf Limitations, and Section 14-8.4E.5, Preservation of Existing Vegetation.
3. The requirements of this section, other than those cited in provision 2 above, do not apply to the following:
   I. Applications for new or modified single-family dwellings, except that they shall comply with applicable provisions of Section 14-8.4D, *Water Harvesting and Irrigation Standards*; and Section 14-8.4E, *Plant Material Standards*;
   II. Interior residential remodeling; and
   IIII. Where standards of Section 14-3.3(C), Business-Capitol District*,* conflict with the provisions of this section, the BCD standards shall apply. In any other case where more than one set of landscape requirements are applicable, the more stringent shall apply as provided in Section 14-1.8, *Conflicting Provisions.*
4. Additional landscape requirements may apply to properties subject to terrain management regulations as set forth in Section 14-8.2, *Terrain and Stormwater Management,* and to those located in the Escarpment District as set forth in Section 14-4.3. Additional landscaping requirements applicable to outdoor and emergency water use are set forth in Chapter 25, *Water*.
5. The City adopted guidelines for design of medians and planting strips in Resolution 2010-66 and landscape irrigation standards in Resolution 2010-17.

C. Landscaping Plan Required

1. When the requirements of this section apply, an applicant shall submit a landscaping plan for review and approval by the Planning and Land Use Department.
2. The landscaping plan shall contain all information as required by the Planning and Land Use Director.
3. Landscaping plans shall be consistent with other required plans, including terrain management, utilities, and siting of structures.

D. Water Harvesting and Irrigation Standards

Water conservation and stormwater management shall guide landscape and site planning, design, installation and management. Landscape planning shall begin early in the development process in conjunction with the requirements of Section 14-8.2, *Terrain and Stormwater Management.* Design shall apply the principles of water-wise

landscaping and achieve the highest industry standards for irrigation efficiency. Alternative sources of irrigation water shall be developed, including harvested water from roof and site runoff. Gray water use is recommended where appropriate. Potable water shall be used only as a back-up or temporary irrigation water source to the greatest extent possible. The purpose of these strategies is to develop drought tolerant landscapes and to reduce the demand on the potable water system.

1. Water Harvesting
   I. The landscaping plan shall include passive water harvesting for landscape irrigation purposes as a minimum requirement. Water harvesting that is a primary component of stormwater management may qualify for open space reduction as provided in Section 14-7.4C.4.
   II. Passive water harvesting techniques include:
      a. Surface collection, such as swales, parking lot islands, bar ditches, detention or retention ponds and constructed wetlands. Detention and retention ponds should be integrated landscape features, rather than single-purpose flood control ponds;
      b. In-ground storage, such as soil amendments, constructed rain gardens, French drains, pumice wicks, permeable paving and collection structures with infiltration fields or galleries. In-ground structures shall use techniques and materials that have been proven effective, safe and structurally sound; and
      c. Low impact development and green infrastructure guidelines and techniques recommended by the federal Environmental Protection Agency.
   III. Active water harvesting systems include storage and distribution systems such as above-ground rain barrels and storage tanks and below-grade cisterns that use gravity or pumps to distribute water to an irrigation system;
   IV. Active water harvesting systems shall be maintained and the water used for landscape irrigation purposes. The Planning and Land Use Director may inspect, test, and monitor the components of active water harvesting systems, including tanks, pumps and controllers, as needed.

2. Gray Water

   Gray water irrigation is appropriate for some landscape installations. Gray water use is regulated by New Mexico department of environment liquid waste disposal regulations, which define minimum lot size and impose other standards.

3. Water Features
   I. Water features are classified as high water use.
   II. The water surface area of the water feature shall not exceed 20 percent of the total allowable cool season turf area and shall be included in the total area of cool season turf allowed as specified in Section 14-8.4(E)(4**)**.
   III. Water used in water features shall be re-circulated.
   IV. The water feature shall be designed to prevent seepage and leaks.

4. Irrigation Standards

   Irrigation systems shall be provided for all landscaped areas. Landscape irrigation plans shall integrate water harvesting and stormwater management with the highest industry standards for efficient irrigation water use. The development of alternative sources of irrigation water is recommended, including harvested water from cistern collection and gray water. Potable water irrigation may be used as a supplemental or temporary system. Irrigation designers and installers are encouraged to use the City Landscape Irrigation Systems Standards as a guide to minimum specifications for irrigation systems. All new irrigation systems and major renovation of existing systems shall comply with the following standards:

I. A code-approved backflow prevention device is required for all irrigation systems connected to the City water system, including existing irrigation systems. Atmospheric vacuum breakers are the minimum required standard for above grade systems such as those connected to hose bibs and frost-free hydrants;

II. An automatic, digital multi-programmable controller is required for all irrigation systems with an irrigated landscaped area larger than 1,000 square feet installed in commercial, industrial, and multi-unit residential development;

III. Hand watering for commercial, industrial and multi-unit installations of less than 1,000 square feet of landscaped area is allowed. Shut-off nozzles are required on hoses used for hand watering;

IV. Irrigation system operation information, including recommended monthly and seasonal irrigation schedules, and water budgets based on gallons used for landscape plantings for years one and three, shall be included on the irrigation plan or with attached documentation;

V. Irrigation systems shall be designed for the site-specific topography, site orientation, microclimate, prevailing winds, and soil type to prevent runoff, minimize evaporation, and promote infiltration;

VI. Irrigation systems shall be designed to prevent water waste, over-watering, and overspray or drainage of water onto any paved or unplanted surface;

VII. Planting beds shall be swaled, sloped, or recessed below grade to prevent fugitive water;

VIII. Irrigation systems shall be zoned by levels of water use. For the most efficient water use, plants with similar water use requirements shall be grouped together. Separate zones are required for permanent and temporary irrigation lines;

IX. Overhead spray irrigation is prohibited for watering trees and shrubs but is allowed for turf and ground cover plants and for temporary irrigation systems for revegetation with drought tolerant plant species. Spray irrigation is prohibited in areas where any dimension is less than ten feet;

X. Temporary irrigation systems are allowed and encouraged in conjunction with the use of revegetation with drought tolerant plant material. Temporary irrigation systems shall be reviewed on a case-by-case basis and removed after the vegetation is established;

XI. Turf, sod, or grass seeding of cool season turf species shall not be planted on slopes greater than 25 percent or in areas where any dimension is less than ten feet. Revegetation using temporary irrigation, with annual plant species used for erosion control to meet the requirements set forth in Section 14-8.2, *Terrain and Stormwater Management,* is exempt from this restriction.

E. Plant Material Standards

1. Plant Material Selection

   Plant material selection shall emphasize perennial, drought-tolerant plant species and shall limit planting of high water use plant species. All required plant material shall be cold hardy to USDA Classification Zone 5, which is minus 15 degrees Fahrenheit, or colder.

2. Installation

   Required plant material shall be installed as follows:

I. All required deciduous trees shall be a minimum two-inch caliper measured six inches above the ground at time of planting. Developments providing 100 percent affordable units are allowed one and one-half-inch caliper minimum;

II. All required shrubs shall be five-gallon minimum except as noted on the City of Santa Fe Recommended Plant List. Developments providing 100 percent affordable units are allowed three-gallon minimum;

III. All required evergreen trees shall be a minimum of six feet in height at the time of planting;

IV. When more than ten trees are required by this section, more than one species shall be provided unless otherwise approved by the Planning and Land Use Director;

V. Stormwater detention ponds and retention ponds shall be planted with appropriate trees, shrubs, and grasses, with a minimum of one tree and three shrubs per 500 square feet of required ponding area. Plants located in the bottom third of the detention pond or retention pond must be adaptable to periods of submersion and may require replacement during periodic maintenance to remove silt;

VI. Any plant material required by this section that fails to show healthy growth due to damage, pest, disease, or neglect shall be promptly replaced with a similar plant;

VII. Required new plant material shall be protected from damage by vehicles;

VIII. New plant material shall be mulched to a minimum depth of two inches and the mulch renewed yearly or as needed. Mulch may be of organic or inorganic material. Gravel mulch used in public right-of-way shall be washed and screened prior to site delivery;

IX. Plastic sheeting and other impervious barriers are not permitted as weed barriers;

X. Permeable weed barrier shall be provided under rock mulch; and

XI. The owner shall properly maintain all materials and installation required by this section, including proper pruning, soil testing, fertilizing, and weeding.

3. Controlled or Prohibited Plant Materials

I. Turf grass sod or turf grass seed mixes installed within the city limits shall contain no more than 25 percent Kentucky Bluegrass.

II. Russian olive (Elaeagnus angustifolia) and salt cedar (Tamarix spp) shall not be sold or installed within the city limits.

4. Turf Limitations

Warm season grasses are recommended for most turf applications. The installation of cool season turf grasses is discouraged, as they require greater quantities of irrigation water. Refer to the City of Santa Fe Recommended Plant List

for specific information on grass species. Cool season turf shall be limited to areas with relatively low evaporation from wind and heat or in locations used for active or passive recreational use. The total area of cool season turf shall be limited as follows:

I. Single-family dwelling units shall not have cool season turf in excess of 1,000 square feet or ten percent of the total lot area, whichever is less;

II. Multi-unit residential developments shall not have cool season turf in excess of 20 percent of the required common open space;

III. Industrial and commercial developments shall not have cool season turf in excess of 1,000 square feet or three percent of the required open space, whichever is greater; and

IV. Public parks and commercial recreational uses are exempt from this restriction, but shall install only the minimum cool season turf required for the active recreational use.

5. Preservation of Existing Vegetation

I. The Planning and Land Use Director may require the preservation, relocation, or replacement of existing significant trees on property subject to the requirements of Section 14-8.4(B**)** except that the Public Works Director may determine the requirements for significant trees located within public right-of-way, within City parks, or on other land owned by the City. Determinations shall be made in accordance with the following criteria:

a. Priority is given to preserving significant trees that provide screening, buffering, wildlife habitat, or linkages to wildlife habitat;

b. Significant trees that are to be preserved or relocated shall be healthy and free from serious insect or parasite infestation;

c. Significant trees that are being relocated shall only be moved to areas with soil conditions favorable to successful relocation;

d. The recommended season for relocation of piñon (Pinus edulis) trees is September 15 to May 15;

e. If relocation of existing significant trees is not possible within these guidelines, then equivalent plant material shall be provided. Replacement evergreen trees shall be a minimum of six feet tall at the time of planting; replacement deciduous trees shall be a minimum two-inch caliper measured at six inches above the ground at time of planting; and

f. Relocated or replacement trees shall be irrigated for a minimum of three years or until they are established.

II. A minimum of 40 percent of piñon significant trees shall be preserved, relocated on-site, or replaced as specified in this section. Piñon trees a minimum of eight feet tall that are preserved or relocated on a site shall count for two trees required elsewhere in this section.

III. No existing deciduous tree with a six-inch caliper or greater or evergreen tree over eight feet tall shall be removed without the approval of the Planning and Land Use Director or the Public Works Director as provided in provision I above in this subsection.

IV. Trees classified by the New Mexico Department of Agriculture as noxious weeds that are smaller than a 12-inch caliper are exempt from this review, including Russian olive (Elaeagnus angustifolia), Siberian elm (Ulmus pumila), tree of heaven (Ailanthus altissisima), and salt cedar (Tamarix species).

V. During construction, existing plant material to be preserved shall be enclosed by a temporary fence at least five feet outside the dripline. In no case shall vehicles be parked or materials or equipment be stored or stockpiled within the enclosed area.

VI. All areas with exposed soil surfaces disturbed by construction shall be revegetated with irrigation to minimize erosion and stormwater runoff and to improve the infiltration of precipitation.

VII. Destroyed vegetation shall be removed promptly to prevent insect infestation of healthy vegetation.

VIII. The preservation of plant species classified as noxious weeds is discouraged.

IX. Topsoil removed during construction shall be stockpiled on site and reused on site in landscaped areas or areas to be revegetated.

F. Street Tree Standards

1. Street trees are required to reduce heat, dust, glare and the need for cooling or heating; to help clean and oxygenate the air; to reduce road noise; to promote continuity between developments; and to enhance the appearance of Santa Fe's streets. Consideration should be given to urban density, historic or vernacular character of the location; continuity with native vegetation and the natural landscape; and the ability to provide water for irrigation.

2. Required street trees do not substitute for required landscape material in parking lots, except as provided in Section 14-8.4(H)(2**)**, *Applicability.* Street trees shall be required as follows:

   I. On major and secondary arterials, one tree an average of every 30 to 40 feet;

   II. On all other streets, one tree an average of every 25 to 35 feet; and

   III. Where street trees are required but there is no parkway or installation is otherwise impractical, the equivalent area in square feet and amount of plant material shall be provided elsewhere on the site, with approval of the Planning and Land Use Director and based on existing conditions or design intent.

3. Location of Street Trees

   I. On major and secondary arterials, trees shall be planted in a minimum ten-foot-wide parkway that includes the width of the sidewalk or other pedestrian way. If existing development precludes provision of the ten-foot-wide parkway, trees shall be planted in a space no smaller than five feet by 13 feet long. Where a planting strip is 13 feet in length or longer, planting more than one tree is encouraged;

II. On all other streets, street trees shall be located on the subject property adjacent to the property line or within the right-of-way as approved by the Planning Commission or the Public Works director. Street trees located within the right-of-way shall be planted in compliance with Chapter 23, *Streets, Sidewalks and Public Places,* and in compliance with adopted median and parkway standards;

III. Street trees shall have a minimum separation from existing or planned City water lines as set forth in City Water Division Design Criteria.

IV. Street trees should be planted to the greatest extent possible in swales or basins that collect runoff and precipitation;

V. Street trees shall be located at least 15 feet from street lighting fixtures, to avoid interference with outdoor illumination;

VI. Street trees shall be located at least 15 feet from fire hydrants, to avoid interference with hydrant operation;

VII. Street trees shall be located at least 15 feet from all stop signs;

VIII. Street trees located under utility lines shall be a species that maintains a minimum of five feet of clearance from overhead utility lines at maturity; and

IX. Street trees shall not be required on single-family residential lots.

G. Open Space Planting Requirements

1. Required open space shall be planted with a minimum of one tree and two shrubs every 500 square feet, exclusive of areas developed with patios, game courts, swimming pools or similar hardscape recreational features.
2. In addition to required trees and shrubs, open space areas shall be landscaped with groundcover plants or decorative mulch or naturally occurring groundcover plants shall be maintained.
3. Street trees and landscaping required for parking lots may be counted toward meeting the minimum planting requirements for open space.
4. At least 25 percent of required trees and shrubs shall be evergreen. Existing, healthy trees and shrubs that meet the minimum height and/or caliper requirements may be considered towards meeting the landscaping requirements of this section.

H. Parking Lot Landscaping

1. Purpose and General Requirements

   Parking lots are transitional spaces where users change modes of travel from car, bus, or bicycle to pedestrian or assisted movement in wheelchairs or by other means. This subsection is intended to accomplish the following:

I. Safely and attractively serve all transportation modes, especially pedestrian;

II. Complement and define the buildings they serve by the use of drive aisles, pedestrian ways, and interior landscaping to emphasize open space, building entrances, and other site or architectural elements; and

III. Use stormwater harvesting in parking lot islands and perimeter screening strips to reduce the use of potable water irrigation.

2. Applicability

Any development project that does not require an increase in existing parking area is not required to eliminate parking spaces to comply with the requirements of this section. Any development project that requires an increase in existing parking area shall comply with the requirements of this subsection for the expanded parking lot area.

3. Perimeter Parking Lot Landscaping
   I. When a parking lot with three or more spaces or drive aisle abuts and is parallel to a public street right-of way, the following standards apply:
      a. The closest edge of the parking lot or drive aisle shall be set back a minimum of ten feet from the public right-of-way.
      b. The perimeter of the parking lot for the length it is adjacent to the right-of-way shall be screened from that right-of-way with an opaque fence or berm a minimum of four feet high.
      c. Along the length of the fence facing the parking lot, there shall be a planting strip a minimum of five feet wide. This planting strip shall contain:
         1. Shrubs or hedges that, upon maturity, will form a continuous screen a minimum of three feet in height; or
         2. Evergreen trees planted 25 feet apart on center for the length of the shared property line, interspersed with two five-gallon shrubs between each tree, and ground cover installed for the full length of the planting strip.
         3. If street trees are required, trees planted in this manner to screen parking lots abutting street frontages may be counted towards fulfilling the property's street tree planting requirements.
   II. When a parking lot with three or more spaces or drive aisle abuts and is parallel to a property line shared with a residential use or zoning district, the following standards apply:
      a. The closest edge of the parking lot or drive aisle shall be set back a minimum of 15 feet from the shared property.
      b. For the length of the shared property line, an opaque fence or wall shall be installed that is a minimum of six feet tall.
      c. The street-facing side of the fence or berm shall be fronted by a planting strip a minimum of five feet wide. This planting strip shall contain:
         1. Shrubs or hedges that, upon maturity, will form a continuous screen a minimum of three feet in height; or
         2. Deciduous trees planted an average of 25 feet apart on center for the length of the parking lot frontage. Each tree shall have a minimum of 75 square feet of permeable surface exclusive of curbing. Two five-gallon shrubs shall be interspersed between the trees for the length of the frontage and ground cover shall be installed for the full length of the planting strip.
         3. If street trees are required, trees planted in this manner to screen parking lots abutting street frontages may be counted towards fulfilling the property's street tree planting requirements.
4. Interior Parking Lot Landscape Requirements

The purpose of interior planting requirements in parking lots is to provide visual relief from large expanses of cars and pavement, provide shade to reduce heat and glare, help direct traffic flow, and reduce and control stormwater runoff.

I. When 20 or more off-street parking spaces are provided, interior parking lot landscaping shall be provided.

II. No single parking area shall exceed 120 spaces unless divided into two or more subareas by an internal landscaped street or landscaped pedestrian way that is a minimum ten feet wide.

III. A minimum of ten square feet of permeable landscaped area shall be provided per parking space. A minimum of one deciduous tree shall be planted per 90 square feet of landscaped area.

IV. Traffic islands shall have a minimum dimension of six feet and contain a minimum of 90 square feet of permeable surface, exclusive of curbing, and shall be distributed throughout the lot. As a component of a stormwater management plan, traffic islands may be combined to facilitate water harvesting and these combined islands shall be distributed within each subarea.

V. No more than 20 cars shall be parked in a row without a planting island adjacent to the length of the parking space having a minimum area of 90 square feet and including at least one tree.

5. Stormwater Management

I. To the greatest extent possible, stormwater runoff shall be used to provide irrigation for both perimeter and interior parking lot landscaping.

II. Stormwater runoff water shall be harvested and infiltrated as close to where it falls as possible.

III. The consolidation of planting islands is allowed to facilitate stormwater harvesting and promote plant growth. The consolidated planting islands shall be distributed in each subarea.

IV. The use of biofiltration techniques such as constructed rain gardens to filter pollutants carried by runoff and infiltrate stormwater for irrigation is recommended.

6. Pedestrian Circulation

When 20 or more off-street parking spaces are provided, sidewalks for primary pedestrian routes shall be provided. At a minimum this includes pedestrian ways from the primary off-site entrance or entrances to the primary building entrance or entrances.

I. All pedestrian ways shall be landscaped with a minimum six-foot-wide planting strip on at least one side, exclusive of curbs, and trees an average of 25 feet on center, parallel to and adjacent to the walkway.

II. If the planting strip abuts a row of parking, the tree planting areas may be included in the interior lot landscape requirements.

7. Vehicle Overhangs

Vehicles may not overhang any required parking lot landscaped area unless the following conditions are met, in which case adjacent parking spaces may also be reduced by the amount of the overhang:

I. The planting islands have a minimum width of six feet plus the amount of the overhang for each side of parking, exclusive of curbing;

II. Either curbing or wheel stops are provided; and

III. Plant material is located outside the overhang area or is no greater than 12 inches in height at maturity;

8. Display Lots and Flea Markets

Display lots and flea markets are exempt from interior pedestrian circulation requirements but are required to include interior landscape islands or swales for stormwater management. Such islands shall be planted with one deciduous tree per 1,000 square feet of impervious surface area.

I. Screening and Buffering

1. Wall and Fences

For any project to which this subsection applies, publicly visible walls and fences shall be wrought iron or simulated wrought iron, wood or simulated wood, cedar pole, adobe, split-faced concrete block, stone, stuccoed, or rectangular mesh wire on wooden posts in combination with vines or other climbing plant material.

2. Residential Developments

I. Residential development on residentially zoned property that abuts major or secondary arterials shall be screened from those streets to mitigate noise and to promote residential privacy as follows:

a. Screening shall be by walls, fences, the planting of trees and shrubs or a combination of these.

b. The provision of plant material shall, at a minimum, conform to the same requirements as for open space in Section 14-8.4(G**)**, *Open Space Planting Requirements*.

c. An alternative to screening shall be a 25-foot setback of undisturbed trees, shrubs, grasses, or landscape treatment consisting of appropriate vegetative cover.

II. Walls and fences that are provided as subdivision improvements for a residential subdivision or at the time of initial development of a multi-unit residential development comprising four or more lots or units, shall comply with the following:

a. Any wall or fence that is more than three feet in height above finished grade on the side facing the street, shall be set back from the street right-of-way line a distance equal to or greater than that height.

b. The setback area required by provision III above of this subsection shall be landscaped with plant material that consists of predominantly thorny or other barrier plantings that will cover a minimum of 75 percent of the ground area of the planter and that will screen a minimum of 75 percent of the face of the fence or wall at maturity.

c. Block walls shall be constructed with an aesthetic block cap.

d. This subsection does not apply within historic districts or to residential developments approved prior to March 1, 2012.

e. This subsection does not apply to construction of walls or fences on individual lots with single-family dwellings subsequent to the initial construction of walls or fences as subdivision improvements.

3. Buffer for Nonresidential Development Abutting Residential

I. Nonresidential development that abuts a residential development on a residentially zoned property or an undeveloped parcel in a residential zoning district shall provide a continuous landscaped buffer strip not less than 15 feet wide.

II. Plant material in the landscaped buffer shall, at a minimum, conform to the requirements for open space provided in Section 14-8.4G, *Open Space Planting Requirements*.

III. The landscaped buffer may be considered part of any required open space so long as all other conditions of the open space requirement are satisfied.

4. Storage, Trash and Equipment

I. All trash areas, dumpsters, outdoor storage, service areas, ground and wall-mounted mechanical and electrical equipment, excluding transformers, and pedestals shall be screened so that they are not visible from any public street, way or place or any adjacent residential property.

II. Screening shall be by walls, fences or planting of trees or shrubs sufficient to meet the screening objective within two years of installation, or any combination of these so long as the screening objective is achieved. Topography and adjacent uses shall be taken into account to determine the most effective means of screening.

III. All trash areas, dumpsters, grease collection areas, outdoor storage, service areas and other uses that may contribute to stormwater pollution shall be constructed so as not to allow pollutants to be collected in runoff and discharged to the public stormwater system. Topography, adjacent uses and constructed barriers and stormwater treatment controls shall be taken into account and incorporated into the site design to provide the most effective means of preventing stormwater pollution.

J. Compliance and Enforcement

1. Construction permits, development plans, master plans and subdivision plats shall comply with this section.
2. If the requirements of this section cannot be met prior to the request for a certificate of occupancy, the applicant may provide a financial guarantee in accordance with Section 14-6.4C, *Agreement to Construct Improvements, Financial Guarantee*, and with policies issued by the Planning and Land Use Director.
3. In the Escarpment Overlay District, compliance with both this section and Section 14-4.4, Escarpment Overlay District, are required.
4. The Planning and Land Use Director shall have discretion to allow alternate means of compliance with the requirements of this section when the proposed alternate means satisfy the intent, and are equivalent to or exceed the requirements of, this section and when:
   I. Site conditions, including the configuration of the lot, topography or existing vegetation, make full compliance impossible or impractical;
   II. The proposed alternate means of compliance are appropriate to the design intent, especially in response to landscape or site design consistent with the surrounding area or with the historic character of Santa Fe; and
   III. The proposed alternate means of compliance promote good stormwater management, water conservation and water harvesting equal to or greater than the original requirement.
5. Existing landscaping or other improvements may meet the requirements of this section.

14-8.5 Walls and Fences

A. Applicability

1. The retaining wall height standards in this section apply to the portion of a wall, fence, or similar structure that supports a higher finished grade on one side than on the other.
2. The fence height standards in this section apply to fences, screening walls and similar structures, and hedges. Railings or similar barriers required by building or other codes to protect against falling hazards are exempt when built to the minimum height required by those codes and when constructed to maximize transparency.
3. Additional regulations may apply to walls and fences, including Section 14-4.6, *Historic Districts,* Section 14-4.5D, *South Central Highway Corridor (SCHC) Protection District,* and Section 14-3.5G, *Visibility Triangle Areas.* If the provisions of those sections conflict with the requirements of this section, conflicts shall be resolved pursuant to Section 14-1.8, *Conflicting Provisions.*

B. Method of Measurement

1. The height of the retaining wall is measured on the downslope side of the wall, from the finished grade at the base of the wall to the finished grade at the top of the wall.
2. Fence height is measured from the finished grade at the base of the fence to the highest point of the fence structure, not including limit over pedestrian or vehicular gates, and excluding the height of any retaining wall upon which it is built.

C. Maximum Height of Retaining Walls and Fences

1. Maximum Height of Retaining Walls
   I. No retaining wall shall exceed six feet in height.

II. Retaining walls shall be stepped or terraced so that they are separated by a distance equal to the height of the higher wall.

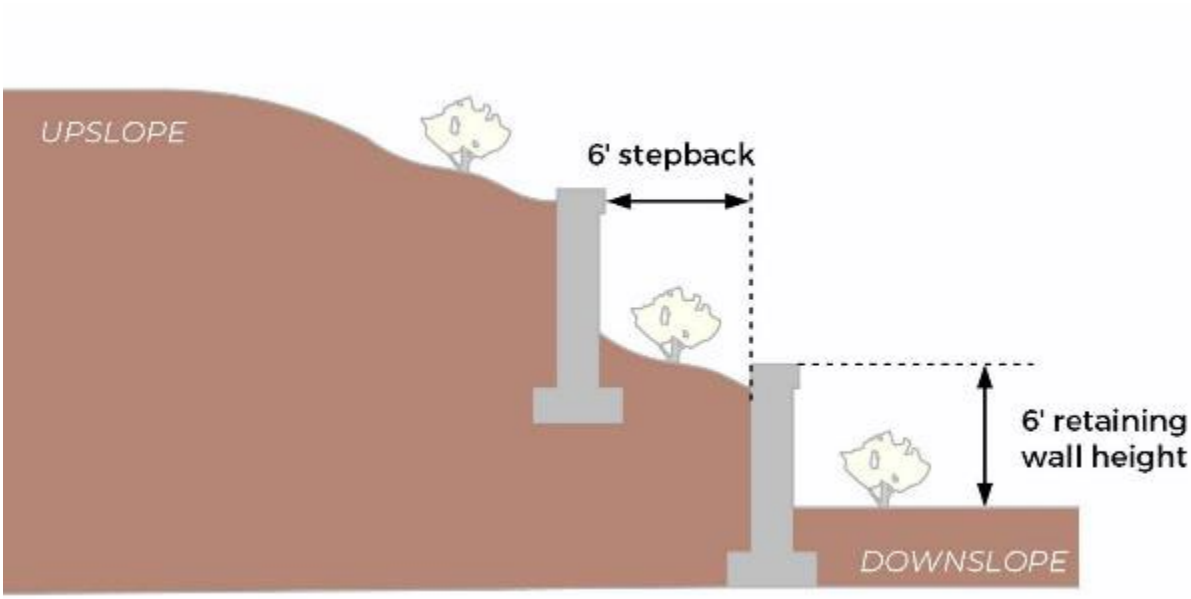


Figure 8.5-1: Retaining Wall Terracing

2. Maximum Height of Fences Built on Retaining Walls

   The combined height of a fence built on a retaining wall shall not exceed the maximum fence height plus four feet as measured above the finished grade on the downslope side.

3. Maximum Height of Fences

   I. Residential Fence Height

      On a property developed for residential use or on undeveloped property zoned for residential use, no fence shall exceed six feet in height except that:

      a. Along the common property line with a property developed for or zoned for nonresidential use, the maximum height of fences is eight feet; and
      b. Within a residential compound, the maximum height of fences is eight feet.

   II. Nonresidential Fence Height

      On a property developed for nonresidential use or on undeveloped property zoned for nonresidential use, no fence shall exceed eight feet in height.

   III. Exception

      Walls and fences may exceed the height limit over pedestrian or vehicular gates.

4. Additional Fence Regulations for Specified Nonresidential Uses

I. Neighborhood grocery stores or laundromats in a residential district shall provide a solid masonry wall not less than six feet in height erected along any side and rear property lines shared with residential lots.

II. For a parking lot contiguous to a residential district or one or more of the RAC, AC, SC or I districts, a six-foot solid masonry wall shall be erected along edges of portions of the parking lot adjoining property in the residential district; provided, however, that in the front required yard, the maximum height of a wall or fence shall be three feet.

III. Outdoor storage or salvage yards shall be entirely enclosed within a solid wall or fence at least six feet in height, with access only through solid gates that are kept closed when not in use. No object(s) within the fencing shall be stacked or stored higher than the minimum height of the enclosing wall or fence.

D. Fence Materials

1. Permitted Materials

I. Outside of the Historic districts, fences and walls may be constructed of the following materials:

a. Brick, stone, stucco, and decorative concrete masonry unit (CMU);
b. Wrought iron and metal picket;
c. Pre-cast, naturally colored concrete that convincingly replicates the appearance of brick, stone, stucco, and CMU fence;
d. Closed style wood or stockade fencing;
e. Omega (welded wire);
f. Wood or concrete 3-rail or split rail;
g. Chain link with or without weather-resistant color;
h. Composite wood;
i. Durable vinyl; and
j. Durable aluminum.
k. For vacant or developing lots, chain link with or without weather-resistant color coating.

II. This is not an exhaustive list of permitted materials. Other material may be approved upon review by the Planning and Land Use Department.

2. Prohibited Materials

I. The following fence materials are generally prohibited:

a. Electrically charged fences;
b. Barbed wire fences;
c. Concertina wire fences or similar; and
d. Fences constructed of chicken wire, corrugated metal, fabric, rope, fiberboard, or plywood, or other non-traditional fencing materials.

II. The City Engineer may grant permission to erect barbed or concertina wire fencing for use as security fencing, provided that the barbed or concertina wire shall be a minimum of six feet above the ground.

E. Fence Location

No fence or gate shall be erected on private property that impedes access between public streets and sidewalks, trails, and greenways. The City may require that any existing fence or gate that prevents movement between public streets, sidewalks, trails, and greenways shall be removed by the property owner.

14-8.6 Outdoor Lighting

A. Purpose

The purpose of this section is to regulate outdoor lighting to reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security, and ensure aesthetically appropriate outdoor lighting in keeping with the character of Santa Fe.

B. Applicability

1. All new outdoor luminaires installed on private or City property shall comply with this section.
2. All outdoor luminaires existing and legally installed and operative before the effective date of this section are exempt from these requirements.
3. If a nonconforming luminaire is replaced, the replacement luminaire shall meet the requirements of this section. Modifications to nonconforming luminaires in the historic districts shall also comply with Section 14-4.6, *Historic Districts.*
4. Agencies of the county, state, and federal governments are encouraged to comply with the provisions of this section.
5. This section applies to streetlighting as well as other types of lighting.

C. General Standards

1. The following types of lamps are allowed and require shielding as indicated in Table 8-1.

Table 8-1: Permitted Lamp Types and Shielding

Type of Lamp	Shielding Required?
Metal halide	Yes
Mercury vapor [1]	No
Fluorescent, quartz-halogen, incandescent over 150 watts (per luminaire)	Yes
Incandescent 150 watts or less (per luminaire)	No
Glass tubes filled with neon, argon, or krypton [2]	No

LED	Yes
Other source [3]	
Any light 50 watts or less (per luminaire)	No
NOTES: [1] Mercury vapor may be permitted only for lighting landscaping, and is limited to 100 watts per luminaire. [2] Additional standards apply in Historic districts. See §14-4.6. [3] Other lamp types require the approval of the Planning and Land Use Director, or the HDRB within Historic districts.	

2. Illumination levels and uniformity shall be in accordance with current recommended practices of the Illuminating Engineering Society of North America (IESNA) as available from the Planning and Land Use Director. Recommended standards of IESNA shall not be exceeded.
3. All outdoor luminaires shall be designed, installed, located, and maintained such that nuisance glare onto adjacent properties or streets shall be minimized to the greatest extent practicable. Disabling glare onto adjacent properties or streets is not allowed.
4. Except for certain structures in the historic districts or landmark structures, which are regulated by Section 14-7.6(I), accent lighting shall be directed onto the building or object and not toward the sky or onto adjacent properties. Direct light emissions must not be visible above the roof line or beyond the building edge.

D. Maximum Illumination Standards

1. Illumination levels shall not exceed the standards in Table 8-2.

Table 8-2: Average Maintained Horizontal Footcandles at Grade

Lighted Area	Nonresidential Zones	Residential Zones
Sidewalks	1.0	0.2
Pedestrian areas	2.0	0.5
Parking lots	1.0	--
Building entrances	5.0	--
Building grounds	1.0	--
Public spaces	3.0	--

2. The maximum illumination at any point shall not exceed the allowed average by more than 1.5 footcandles. However, in all cases, the average maintained footcandles at residential property lines shall be zero.
3. Higher levels of illumination may be appropriate for specific or unusual applications. Requests for higher allowed levels may be considered for individual projects or locations. An applicant for illumination levels higher than those in Table 8-2 must justify the request in writing to the Planning and Land Use Director, who shall have sole authority to grant or deny the request. Additional standards of the Illuminating Engineering Society of North America (IESNA) shall be the preferred justification for consideration.

E. Method of Measurement

Lighting levels shall be measured in foot candles with a meter sensor mounted not more than six inches above ground level in a horizontal position at the property line. Readings shall be taken only after the cell has been exposed long enough to provide a constant reading. Measurements shall be made after dark with the light sources in question on, then with the same sources off. The difference between the two readings shall be compared to the maximum permitted illumination specified in Table 8-2 for the type of area illuminated.

F. Submittals

1. Applications for construction permits or applications for review by the Historic Districts Review Board that include the installation or replacement of outdoor lighting fixtures for new construction, additions, or remodeling shall contain the following information:
   I. Plans indicating the location, type, and height of both building and ground mounted luminaires;
   II. A description of the luminaires, including lamps, poles, or other supports, and shielding devices, that may be provided as catalogue cuts from the manufacturer; and
   III. Photometric data, such as that furnished by the manufacturer, showing the angle of light emission.
2. Applications for single-family residential or other projects where no lamp exceeds 150 watts are not required to comply with this subsection.

G. Maintenance

The property owner or tenant is responsible for properly maintaining illumination levels and required shielding.

14-8.7 Relocation of Gunnison's Prairie Dogs

A. Purpose

The Gunnison's prairie dog relocation regulations are intended to protect the diminishing populations of Gunnison's prairie dogs by ensuring their safe and humane relocation to appropriate and protected habitat areas as designated by the City prior to the development of property within the City.

B. Applicability

Except for single-lot, single-family residential development, compliance with these regulations is required for any proposed public or private development or phase of development approval, prior to grading or any other land disturbing activity on property where Gunnison's prairie dogs are located; provided that for family transfers and all dwelling units that meet the criteria for affordable homes or affordable rental units for income ranges 1, 2 or 3 pursuant to SFCC Section 26-1.16 and 1.24, the property owner or developer is not responsible for relocation expenses, costs or fees that amount to more than one thousand five hundred dollars ($1,500) per acre. This amount shall be subject to periodic review at the discretion of the city manager and may be amended to reflect increased costs due to inflation or other circumstances.

C. Exemptions

1. An exemption from these regulations may be granted by the Planning and Land Use Director under the following circumstances:
   I. There is no City-approved property available for a proposed relocation of Gunnison's prairie dogs;
   II. There is no City-certified relocator available within a reasonable time as determined by the City for a proposed relocation; or
   III. A City-certified relocator determines that the timing of the proposed project is such that the start of construction operations, including grading or other disturbance of property where Gunnison's prairie dogs are located, would have to be delayed more than 60 days.
2. The Planning and Land Use Director may require written verification or other proof of such circumstances prior to granting an exemption from these regulations.

D. City-Approved Lands

The City shall approve relocation sites that are:

1. Private lands protected as wildlife habitat by a conservation easement held in a land trust or other conservation organization or protected by organizational by-laws or other legal vehicles;
2. Public lands protected for the purpose of indefinite, long-term prairie dog habitation; or
3. Private or public lands that meet best management practices criteria for suitability.

E. Certified Trappers/Relocators

1. The City shall certify Gunnison's prairie dog trappers/relocators that may be hired by the owners or developers of private property. To be certified, a person must meet the following minimum requirements:
   I. Training by a qualified and experienced trapper/relocator in the following:
      a. flushing and live trapping methods; and
      b. relocation using existing holes and augured holes;
   II. Participation and attendance at a day of orientation to include prairie dog facts and proper techniques for trapping and relocating; and
   III. Fifteen days of on-the-job training in both trapping and relocating.
2. At a minimum, a qualified and experienced trainer must have had the training described in this subsection.
3. The certified trainer shall provide written verification that the trainee has met the requirements of this subsection.
4. Certification is a privilege and shall not be construed as a property right. The City Manager may withdraw certification for failure to comply with the Santa Fe City Code.

F. General Requirements

1. Intent

   Unless an exemption has been granted, it is prohibited to intentionally destroy or otherwise harm the Gunnison's prairie dog on any lands within Santa Fe at any time in relation to a development.

2. Procedures and Submittals
   I. Pre-Application Inspection

      As a pre-application requirement, the Planning and Land Use Director shall inspect the development site for prior grading and the existence of Gunnison's prairie dogs. If Gunnison's prairie dogs are found on the property, then the owner or developer shall contact a certified trapper/relocator who shall develop a relocation schedule and plan.

II. Submittals

The owner or developer shall submit a relocation schedule and plan for review and approval as part of the development submittal that addresses the requirements of this subsection before development takes place. Approval of the relocation plan is required before a grading permit or any other construction permit is issued.

III. Preferred Relocation Times

The preferred relocation times are June 15 through September 15. The Gunnison's prairie dog may also be relocated in April, but may not be relocated or otherwise disturbed between May 1 and June 15, which is its breeding season, unless exempt according to the provisions of Section 14-8.7C above. Owners and developers of property shall make every effort to coordinate their development stages and operations with this schedule.

IV. Relocation Services

Only a prairie dog trapper/relocator certified according to the provisions of Section 14-8.7(E) may perform the relocation services.

V. Relocation Costs

a. The property owner or developer is responsible for all relocation expenses, costs, and fees related to the relocation of Gunnison's prairie dogs.
b. For family transfers, and all Santa Fe Homes Program dwelling units that meet the criteria for affordable homes or affordable rental units for income ranges 1, 2 or 3 pursuant to Chapter 26, sections 26-1.16 and 1.24, the property owner or developer is responsible for relocation expenses, costs, or fees up to the amount of $1,500 per acre. This amount shall be subject to periodic review at the discretion of the City Manager and may be amended to reflect increased costs due to inflation or other circumstances.

VI. Written Notice

Upon completion of the prairie dog relocation, the owner or developer shall submit written notice to the City from the certified trapper/relocator hired for the relocation work that the relocation has been completed.

G. Additional Requirements

If a development is not initiated within one year of the plat or development plan approval or the issuance of a building or grading permit, and the Gunnison's prairie dog colony reestablishes during that time, the applicant must again comply with the provisions of this section.

Article 14-9 Rules of Construction and Definitions

14-9.1 Rules of Construction

A. Meanings and Intent

All provisions, terms, phrases, and expressions contained in Chapter 14 shall be construed consistent with the general purposes set out in Section 14-1.3. When, in a specific section of this Chapter, a different meaning is given for a term defined for general purposes in Section 14-10.4, *Definitions*, the specific section's meaning and application of the term controls.

B. Headings, Illustrations, and Text

In case of a difference of meaning or implication between the text of Chapter 14 and any heading, drawing, table, figure or illustration, the text controls.

C. Lists and Examples

Unless otherwise specifically indicated, lists of items or examples that use terms such as "for example," "including" and "such as" or similar language are intended to provide examples, not to be exhaustive lists of all possibilities.

D. Computation of Time

1. The time in which an act is to be done is computed by excluding the first day and including the last day.
2. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the City, the deadline or required date of action is the next day that is not a Saturday, Sunday, or holiday observed by the City.
3. References to days are calendar days unless otherwise stated.

E. References to Resolutions, Ordinances, Statutes, and Regulations

Whenever reference is made to a resolution, ordinance, statute, or regulation, it shall be construed as a reference to the most recent edition of the resolution, ordinance, statute, or regulation, unless otherwise specifically stated.

F. Delegation of Authority

Whenever a provision requires the head of a department or other officer or employee of the City to perform an act or duty, the department head, officer, or employee may delegate that responsibility to others over whom the department head, officer, or employee has authority.

G. Technical and Nontechnical Terms

Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a particular and appropriate meaning in law shall be construed and understood according to that meaning.

H. Public Officials and Agencies

All public officials, bodies, and agencies to which references are made are those of the City unless otherwise indicated.

I. Mandatory and Discretionary Terms

The words "shall," "will" and "must" are mandatory terms. The words "may" and "should" are discretionary terms.

J. Conjunctions

Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:

1. "And" indicates that all connected items, conditions, provisions, or events apply; and
2. "Or" indicates that one or more of the connected items, conditions, provisions, or events apply.

K. Tenses and Number

1. Words used in one tense (past, present, or future) include all other tenses, unless the context clearly indicates the contrary.
2. The singular includes the plural and the plural includes the singular.

L. Continuing Compliance Required

Property shall be maintained and used in continuing compliance with the provisions of Chapter 14. Development standards, use regulations, conditions of approval, and other provisions that are not specifically intended as temporary requirements shall continue to apply after the completion of initial development activities, and the Planning and Land Use Director may require that property be restored to conformity with those standards as provided in Section 14-1.12, *Enforcement.*

14-9.2 Use Definitions

A.

ACCESSORY BUILDING OR STRUCTURE

A building or structure that is clearly incidental to, and located upon the same lot as, the primary building on the lot, but that is not used as a dwelling. The building or structure may be of a permanent, temporary, or portable nature, and includes but is not limited to, a garage, workshop, shed, gazebo or shade structure, pool house or cabana, balcony or deck, inflatable covers over swimming pools, and tennis courts.

ACCESSORY DWELLING UNIT

A dwelling located on the same lot as a primary dwelling, but subordinate to the primary dwelling. An accessory dwelling unit may be within the same structure as the primary dwelling, or it may be detached.

AGRICULTURAL HOME OCCUPATION

An occupation or business conducted for gain or profit within a permitted building or structure as an accessory use, by any resident of the farm dwelling unit.

AGRICULTURAL USES

Uses characterized by raising, producing, or keeping plants or animals, or cultivation and management of farm products. Accessory uses may include dwellings for proprietors and employees, barns, storage of grain, animal raising, feed preparation, and wholesale sales of products produced on-site.

ANIMAL-RELATED USES

Uses related to the provision of medical services and treatment to animals, including veterinary services, animal hospitals and the boarding of animals related to the provision of these services.

ANTIQUE STORE

A retail establishment that offers for sale, within a building, articles such as glass, china, furniture or similar furnishings and decorations that have value and significance as a result of age, design, or sentiment.

AQUACULTURE

The cultivation of aquatic animals in a recirculating environment to produce whole fish that are distributed to retailers, restaurants, and consumers.

AQUAPONICS

The cultivation of fish and plants together in a constructed, recirculating system utilizing natural bacterial cycles to convert fish wastes to plant nutrients, for distribution to retailers, restaurants and consumers.

ART SUPPLY STORE

A retail establishment that offers primarily art and crafts supplies for sale.

ARTS AND CRAFTS STUDIO, GALLERY, OR SCHOOL

A building that contains artist or craft studio space or schools in which works of art or craft are produced that may be sold on or off the premises.

ARTS ACTIVITIES USES

Uses include spaces for an artist, artisan, or craftsperson, including persons engaged in the application, teaching, or performance of fine arts such as, but not limited to, drawing, photography, making of craft items for sale, vocal or instrumental music, painting, and dance.

ASSEMBLY USES

Assembly uses include facilities owned or operated by associations, corporations, or other persons for social, educational, or recreational purposes primarily for members and their guests. Accessory uses may include offices, meeting areas, food preparation areas, concessions, parking, and maintenance facilities.

AUTOMOBILE SALVAGE OR WRECKING YARD

An open use of land on which two or more inoperable vehicles are standing or on which salvaged auto parts, auto bodies, waste or scrap materials of any kind, including building materials, are processed, stored, displayed, sold, exchanged or handled.

B.

BANK OR CREDIT UNION

Establishment engaged in deposit banking. Typical uses include commercial banks, savings institutions, and credit unions.

BAR, COCKTAIL LOUNGE, NIGHTCLUB

An establishment providing alcoholic beverage service as the principal use, and that may permit dancing and provide entertainment. Food service may be provided as a secondary use.

BED AND BREAKFAST INN

A dwelling that contains no more than 12 guest rooms where lodging, with or without meals, is provided for compensation.

BOARDING, DORMITORY, MONASTERY OR CONVENT

A building arranged or used for lodging, with or without meals, for compensation and not occupied as a single-family unit.

BOOKSHOP

A retail establishment where books are sold.

BREWERY, DISTILLERY, TASTING ROOM, WINERY

An establishment that produces ales, beers, meads, distilled spirits, wines, or similar beverages on site and serves those beverages on site. Off-site sales are permitted as an accessory use. This use does not include agricultural operations where beverages are produced using agricultural products grown on-site.

BUSINESS SERVICES

A business primarily engaged in rendering services to other businesses on a fee or contract basis, including advertising and mailing, building maintenance, employment service, management and consulting services, protective services and equipment rental and leasing.

BUSINESS OR PROFESSIONAL OFFICE (EXCLUDING MEDICAL OR DENTAL OFFICE)

Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, such as advertising and mailing, copy services, employment services, business maintenance, photo finishing, and personal supply services.

C.

CABINET SHOP, CUSTOM

An establishment that specializes in the sale of custom cabinets.

CAMPGROUND OR RV PARK

A plot of ground upon which one or more sites for camping are located, established or maintained for occupancy by a tent, yurt, trailer, recreational vehicle, cabin, lean-to, or similar structure established, maintained, and operated for the general public as temporary living quarters.

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACTURING, HEAVY

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents or other methods that are outside the scope of light cannabis manufacturing.

CANNABIS MANUFACTURING, LIGHT

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using nonvolatile solvents, alcohol, or carbon dioxide, or without using solvents.

CANNABIS PRODUCER

A business conducted by a person licensed to cultivate mature cannabis plants at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS PRODUCER MICROBUSINESS

A business conducted by a person licensed to cultivate up to 200 mature cannabis plants at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS RESEARCH AND/OR TESTING LABORATORY

A research facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, while a testing laboratory is where cannabis products are collected, sampled, and tested.

CEMETERY, MAUSOLEUM, OR COLUMBARIUM

A place used for the interment of human or animal remains or cremated remains, including a cemetery for earth interments, a columbarium for cinerary interments, a mausoleum for vault interments, or a combination thereof.

CHARITABLE INSTITUTION

A facility for administrative, meeting, or social purposes for a private or nonprofit organization, primarily for use by administrative personnel, members, and guests.

CHILDREN'S PLAY AREA AND PLAY EQUIPMENT (PRIVATE)

An area that is suitably surfaced and fenced or otherwise enclosed with play equipment for use by children. Private play areas are not open to general public access, and access is limited to residents or tenants of the development where the play area is located.

COLLEGE OR UNIVERSITY

An educational institution accredited at the college level by an agency or association recognized by the U.S. secretary of education and legally authorized to offer at least a one-year program of study creditable towards a post-secondary degree.

COMMERCIAL CANNABIS RETAILER

A business that is licensed to sell cannabis products directly to consumers.

COMMERCIAL PARKING LOT OR GARAGE

Lots or structures, as the principal use of a parcel, offering short-term or long-term parking to the public for a fee.

COMMERCIAL STABLE

A facility for the business of boarding horses or renting horses to the public.

COMMERCIAL RECREATION

An area used for commercial recreational purposes such as a theater, bowling alley, pool room, driving range, miniature golf, health club, sports field or amusement park.

COMMISSARY KITCHEN

A commercial establishment where foodservice providers can prepare, cook, and store food and equipment on the premise and distribute food off-site for sale, delivery, or consumption for caterings, mobile food vendors, concessions, social service organizations, or restaurants. It may include accessory use space for educational purposes or the sale of food.

COMMUNITY AND CULTURAL CENTERS OR FACILITIES

Uses including buildings, structures, or facilities to provide a service to the public. Accessory uses may include limited retail, concessions, parking, and maintenance facilities.

COMPOSTING FACILITY

A facility where accelerated biodegradation and stabilization of organic material under controlled conditions yields a product which can safely be used as fertilizer.

COMPOUND DEVELOPMENT

A residential development of multiple small single-family detached dwellings, that share common open space and possibly other amenities, including individual homes on one lot, homes on individual lots, homes owned as condominiums, or leased homes. This use does not include manufactured home parks or campgrounds.

CONFERENCE OR EXTENDED STAY LODGING FACILITY

A facility designed to accommodate and support meetings or conferences. The facility may be either freestanding or incorporated into a hotel or office facility and may include eating and drinking facilities.

CONTINUING CARE COMMUNITY

A residential community that provides a variety of living accommodations and differing levels of health care services to elderly or persons with disabilities, including the following features:

a) Congregate housing in which residents live in rooms without individual kitchen facilities and in which at least the following services are provided:

common meal preparation, common dining, recreation and social areas, room cleaning, laundry and transportation; and

b) A full nursing care unit with beds; In addition, a continuing health care community may include the following additional features:

a) Independent dwelling units for the elderly or persons with disabilities who are not in need of the level of care or services provided in congregate housing or an extended care facility, but who desire to live in a community where such services are available; and

b) An extended care facility.

1. A hospital is not a continuing care community.

D.

DAY CARE FACILITY

A building and its premises, that is used by the facility's operator to care for children or adults on an all- or part-day basis. This use does not include overnight care.

DANCE STUDIO

Any school of dancing or any place in which dancing of any type of style shall be taught.

DEPARTMENT OR DISCOUNT STORE

A business where a variety of unrelated merchandise and services are displayed within an enclosed building and exhibited and sold directly to the consumer.

DISTRIBUTION FACILITIES

As used in Section 14-5.3I.1, *Electric Facilities,* means the system of lines and poles, including the transformers and switches, and related appurtenances located thereon, that connects between transmission network and customer load that operates at electrical voltages of 40kV or below.

DOGGIE DAYCARE

An establishment for the short-term daytime care for dogs, generally less than 12 hours on any given day and without overnight stays.

DORMITORY

A building intended or used principally for sleeping accommodations where such building is related to an educational or public institution, including religious institutions.

DWELLING, DUPLEX

A structure on a single lot that contains two separate dwelling units, designed to be occupied by two households living independently of each other.

DWELLING, LIVE-WORK

A dwelling unit containing an integrated living and working space in different areas of the unit.

DWELLING, MULTI-UNIT

A residential building containing two or more dwelling units on one lot, or two or more detached principal units on one lot.

DWELLING, QUADPLEX

A single building on a single lot containing four separate dwelling units under one roof, designed to be occupied by four separate households living independently of each other.

DWELLING, SINGLE-FAMILY ATTACHED (TOWNHOME)

A two- or three-story single-family dwelling that exists on its own lot, but shares at least one party wall with a neighboring unit. Townhomes typically share side walls, but can be attached back-to-back.

DWELLING, SINGLE-FAMILY DETACHED

One principal dwelling unit, occupied by one household, located on a lot without other principal uses or structures. Single- family dwelling includes a manufactured home but does not include a mobile home.

DWELLING, TRIPLEX

A structure on a single lot that contains three separate dwelling units under one roof, designed to be occupied by three separate households living independently of each other.

E.

EDUCATIONAL FACILITIES

Uses in this category include public, private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, or vocational or trade schools. Accessory uses commonly include cafeterias, indoor and outdoor recreational and sport facilities, auditoriums, and daycare facilities.

ELECTRIC FACILTIES

As used in Section 14-5.3I.1, *Electric Facilities:*

1. 40kV and above transmission lines;
2. Switching stations;
3. Substations; or
4. The placement of 3 or more distribution poles and related lines.

ELECTRICAL DISTRIBUTION FACILITY

Reserved

ELECTRICAL SUBSTATION

Reserved

ELECTRICAL SWITCHING STATION

Reserved

ELECTRICAL TRANSMISSION LINE

Any electrical line operating at a nominal line-to-line voltage equal to or greater than 60,000 volts.

ELEMENTARY OR SECONDARY SCHOOL, PUBLIC OR PRIVATE

Public schools, elementary and secondary, private schools with curriculum equivalent to that of a public elementary or high school, and related facilities such as including gymnasiums, stadiums, and dormitories if located on the campus.

EMERGENCY SERVICES

Uses in this category include police, fire, ambulance services or related emergency first aid services.

EXERCISE, SPA, OR GYM FACILITY

A facility or area providing opportunities for exercise, health, or fitness for the general public or members of an organization, including but not limited to exercise rooms, treatment rooms, fitness studios, sports courts, walking/running tracks, and swimming pools.

EXTENDED CARE, CONVALESCENT, SKILLED NURSING, OR REHABILITATION CARE FACILITY

A facility that provides health-related care and services on a regular basis to persons who do not require the degree of care and treatment that a hospital is designated to provide, but who, because of their mental or physical condition, require extended care and services from an institutional facility that provides at least two and three quarters hours of nursing care to each person daily.

F.

FARM STAND

A table, stall, tent or other non-permanent structure located on an urban farm and operated by a vendor with a city-issued business license to sell to the public agricultural products grown on the same property where the farm stand is located, not to exceed 48 square feet in size.

FARMERS' MARKET

A public market held in a structure or open area occasionally or periodically throughout the year, where vendors sell produce and other farm products they have grown, gathered, or raised directly to consumers.

FILM PRODUCTION

All activity attendant to staging or shooting motion pictures, television shows or programs, content for internet broadcast channels, and commercials.

FIRE STATION

A public facility where fire engines and other equipment are housed and from which calls for emergency fire responses are handled.

FLEA MARKET

An outdoor market conducted by an operator as a business where spaces are rented, leased or are otherwise available to individual vendors who offer goods for sale to the public. Fewer than five individual vendors located on a property do not constitute a flea market. Flea markets do not include carnivals or similar functions primarily offering services or recreation.

FLORIST SHOP

A cultivator of or dealer in flowers or ornamental plants.

FOOD AND BEVERAGE

Uses in this category include establishments serving prepared food or beverages for consumption on or off the premises.

FOOD TRUCK

A motor vehicle or trailer with a current vehicle registration designed and equipped for the preparation and sale of food and/or beverages.

FOSTER HOME

A dwelling unit maintained by a person licensed by the appropriate state agencies to have the control of a maximum of eight children, including foster, adopted and natural children, for periods exceeding 24 hours.

FUNERAL HOME OR MORTUARY

A building used for the preparation of the dead for burial and the display of the dead and ceremonies connected with the dead before burial or cremation.

FURNITURE STORE

An establishment that specializes in the sale of any or all of the following: new, used, finished or unfinished furniture including kitchen cabinets and related items.

G.

GARAGE, PRIVATE

A structure or part of a structure designed for the storage of motor vehicles and equipment. A garage may be attached or detached from the primary structure on the lot, and it may be fully or partially enclosed. A private garage is not a parking structure, and is

not intended for public or commercial use. Private garages are typically associated with residential development.

GAS STATION

The buildings and premises where motor vehicle fuels, lubricating oils, grease, batteries, tires and incidental vehicular accessories may be supplied and dispensed at retail, or, in connection with a private operation where the general public is excluded from the use of the facilities, where vehicular lubrication, brake adjustment, washing and related services may be rendered. Gas station does not include facilities that provide major mechanical and body work, straightening of body parts, painting, welding, storage of automobiles not in operating condition or other work involving noise, glare, fumes, smoke or other characteristics found in a repair garage or a body shop.

GREENHOUSE

A structure whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants.

GROCERY STORE, NEIGHBORHOOD

A retail establishment, with or without a related dwelling unit, catering mainly to a local market area, primarily dispensing foods and beverages, but also dispensing certain incidental items not intended for human consumption, but not including the sale of motor vehicle fuels nor any sales or display outside of an enclosed building.

GROUP LIVING

Uses characterized by residential occupancy of a structure by a group of people who do not meet the definition of “household living.” Tenancy is arranged on a monthly or longer basis and the living structures generally have a common eating area for residents. Residents may receive care, training, or treatment, and caregivers may or may not also reside at the site. Group living as a category includes but is not synonymous with “group home,” which is a specific type of group living.

GROUP RESIDENTIAL CARE FACILITY, CORRECTIONAL

A group facility used to house persons who have been placed on probation, released on parole, or admitted for correctional purposes.

GROUP RESIDENTIAL CARE FACILITY, LARGE

A non-family dwelling where care, supervision and services are provided to between nine and 25 residents of any age who have difficulty caring for themselves, including the elderly, persons with disabilities and children living apart from families. This category includes facilities commonly known as group homes, community residential care, board and care or assisted living facilities, halfway houses, and foster homes. This category does not include facilities that provide services to non-resident clients; that provide more than incidental or occasional nursing, medical or other therapeutic treatment, such as extended care

facilities, hospitals or detoxification centers; or community residential corrections programs.

GROUP RESIDENTIAL CARE FACILITY, SMALL

A non-family dwelling for eight or fewer resident clients who are not participants in a community residential correctional program.

H.

HAIR SALON OR BARBER SHOP

A personal services establishment where hair is cut and other similar services are provided.

HEALTH CARE AND EXTENDED CARE FACILITIES

Uses characterized by activities focusing on medical services, particularly licensed public or private institutions that provide preventative health care, primary health services, and medical or surgical care to individuals suffering from illness, disease, injury, or other physical or mental conditions. Accessory uses may include laboratories, outpatient, or training facilities, or other amenities primarily for the use of patients or employees in the firm or building such as cafeteria and limited retail sales.

HOME OCCUPATION

An occupation or business activity that results in a product or service and that is conducted for gainful employment in a dwelling unit by a person residing in that dwelling unit. A home occupation is customarily incidental to the residential use of the dwelling unit.

HOSPITAL

An institution providing primary health services and medical or surgical care to persons, primarily in-patients, suffering from illness, disease, injury, deformity or other abnormal physical or mental conditions, and includes, as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.

HOSPITAL HELIPORT

An area at a hospital provided for helicopters to land or take off.

HOTEL, MOTEL, OR RESIDENTIAL SUITE HOTEL

An establishment that offers transient lodging accommodations to the general public whose guest rooms uniformly contain a bathroom and sleeping area, and may or may not include kitchens or cooking facilities. Accessory facilities commonly include restaurants, bars, reception spaces, meeting rooms, and recreational facilities.

HOUSEHOLD LIVING

Uses characterized by residential occupancy of a dwelling unit by a person or group of people. Common accessory uses include recreational activities, raising of household pets, personal gardens, personal storage buildings, swing sets, playground equipment, swimming pools, hobbies, and resident parking.

HUMAN SERVICES ESTABLISHMENT

A facility, which may or may not be a lodging facility, operated by an organization that provides aid to more than 25 persons in need of counseling, food, clothing, lodging, financial or legal assistance, out-patient health services, vocational and educational training and related services. Lodging may be provided on an emergency or transitional basis and consist of dormitory rooms or individual lodging units containing sleeping facilities with or without kitchen or living room facilities available for daily, weekly or monthly stays.

HYDROPONICS

The propagation of plants using a mechanical system designed to circulate a solution of minerals in water, for distribution to retailers, restaurants, and consumers.

I.

IN-HOME DAYCARE

A private dwelling in which a person provides, for remuneration, care for at least 4 but not more than 12 children or adults who are not related to the provider, on a regular basis for less than 24 hours per day. The provider's own children who are age 6 or more shall not be counted for this definition.

J.

JUNKYARD

Any area, lot, land, parcel, building or structure or part of these used in whole or in part for the storage, collection, processing, display, purchase, sale, salvaging, or scrap of wastepaper, rags, scrap metal or other scrap; discarded goods, materials or machinery; two or more unregistered, inoperable motor vehicles or second-hand automobile parts; salvage or secondhand building materials; or other type of scrap. A junkyard does not include such uses conducted entirely in an enclosed building.

K.

KENNEL OR BOARDING FACILITY

A commercial establishment where animals are boarded, kept or maintained. Stays can range from hours to days, and overnight care may be offered by such facilities.

L.

LABORATORY, RESEARCH OR TESTING

A facility for conducting medical or scientific research, investigation, testing, or experimentation; however, this does not include facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This definition includes electronic and telecommunications laboratories, including assembly.

LAUNDROMAT

An establishment providing washing and drying machines on the premises for rent to the general public.

LIGHT ASSEMBLY AND MANUFACTURING

The manufacturing and assembly of small electronic or machine parts, consumer goods, food or food ingredients, dry goods and other goods and services that are produced or assembled inside a building.

LODGING USES

Uses in this category include the provision of lodging services on a temporary basis with incidental food, drink, and other sales and services intended for the convenience of guests.

M.

MANUFACTURED HOME

A structure transportable in one or more sections that is:

1. Built on a permanent chassis;
2. Designed for use with or without a permanent foundation;
3. Constructed to the standards of the United States department of housing and urban development, the National Manufactured Housing Construction and Safety Standards Act of 1974, the Housing and Urban Development Zone Code 2 or the applicable building code, as of the date of the unit's construction;
4. Installed consistent with the Manufactured Housing Act and with the rules promulgated pursuant to that act relating to permanent foundations; and
5. For the purposes of Section 14-8.3, *Flood Regulations*, connected to the required utilities.

For floodplain management purposes, manufactured home also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days, but does not include those vehicles as manufactured homes for flood insurance purposes.

MEDICAL OR DENTAL OFFICE OR CLINIC

An establishment where patients who are not lodged overnight are admitted for examination and treatment by an individual physician or dentist or a group of physicians and dentists in practice together.

MOBILE FOOD COURT

An area, generally outdoors, configured and used for regular operation of two or more food trucks and which may include eating areas, restrooms, and other ancillary facilities.

MOBILE HOME

A structure that is:

1. Transportable in one or more sections;

2. Built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation; and
3. Not constructed to the standards of the United States Department of Housing and Urban Development, the National Manufactured Housing Construction and Safety Standards Act of 1974, the Housing and Urban Development Zone Code 2 and the International Building Code.

MOBILE HOME PARK

A development , consisting of the premises where one or more mobile homes are parked for residential use or where spaces or lots are set aside or offered for sale or rent for use by mobile homes for residential use, including any land, building, structure or facility used by occupants of mobile homes on such premises, but does not include a single mobile home located on a lot in a residential district pursuant to a conditional use approval.

MONASTERY OR CONVENT

A local community or house of a religious order or congregation.

MUSEUM

An institution devoted to the procurement, care, study, and display to the public of objects that have lasting interest or value.

N.

NEIGHBORHOOD GROCERY STORE

A retail establishment, with or without a related dwelling unit, catering mainly to a local market area, primarily dispensing foods and beverages, but also dispensing certain incidental items not intended for human consumption, but not including the sale of motor vehicle fuels nor any sales or display outside of an enclosed building.

NEIGHBORHOOD OR COMMUNITY CENTER

A center intended to serve or accommodate the needs of a specific segment of a community or area. Neighborhood or community centers shall include, but not be limited to, youth or senior centers.

O.

OFFICE, BUSINESS AND PROFESSIONAL USES

Uses primarily engaged in providing professional, financial, administrative, clerical, and similar services.

OFFICE EQUIPMENT SALES AND SERVICE; OFFICE SUPPLY SALES

An establishment engaged in the sale, service, and rental of equipment, supplies, machinery or other equipment used for office purposes.

OUTDOOR STORAGE LOT OR YARD

The keeping in an open area of any equipment, goods, junk, material, merchandise or vehicles in the same place for more than 24 hours. This use is not the same as an auto salvage or junkyard, in that the focus is not on resale, reuse, or exchange of the materials stored on the site with members of the public.

OUTDOOR DINING

Any group of tables, chairs, or other seating fixtures and appurtenances intended for the outdoor consumption of food or beverage by patrons, employees, or tenants, when located adjacent to an establishment having the same operator.

OUTDOOR MUSIC

An outdoor area used for live music, both acoustic and amplified, including live individual musicians, bands, and disc jockeys (DJs), but not including karaoke.

P.

PERSONAL CARE FACILITY FOR THE ELDERLY

A residential facility for 26 or more persons 60 years of age or older that provides living and sleeping facilities with common meal preparation, laundry services, room cleaning and assistance in daily living activities, and may provide other services such as transportation for routine social and medical appointments and counseling. A personal care facility for the elderly does not include independent kitchens or complete dwelling units and is not an extended care facility, hotel, motel or residential suite hotel or motel.

PERSONAL SERVICE ESTABLISHMENT

A business primarily engaged in providing frequent or recurrent services of a personal nature, including dry cleaning and drop-off laundry, computer and cell phone repair, small appliance repair, carpet cleaning, electrical repair, exterminator, locksmith, janitorial service, plumbing service, shoe repair, carpenters, or upholsterers. This use does not include service or maintenance on any item with a combustion engine.

PET GROOMING

A facility where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged. This use does not include the overnight boarding of animals.

PHARMACY OR APOTHECARY SHOP

A retail store engaged in the filling and sale of prescription drugs and the sale of medical supplies, nonprescription medicines, and related goods and services. It may also sell nonmedical goods such as cosmetics, cards, and groceries such as food and household items. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service.

PHOTOGRAPHY STUDIO

An establishment that specializes in offering professional images or photographs by means of shooting, processing, and printing images of the subject. This use may include the developing of film to produce images and the sales of images produced by the establishment

POLICE OR FIRE STATION

Any building or part of a building that is occupied by police or sheriffs, where duly authorized officers perform law enforcement functions. A fire station is a building or part of building used for the provision of local rapid response emergency services such as firefighting and mobile medical emergency services, including areas for the storage and maintenance of emergency vehicles and equipment and housing and feeding of emergency personnel.

PRESCHOOL

A school for children primarily between the ages of three and five, providing preparation for elementary school.

PRIVATE BARBECUE PIT

A hole dug into the ground, or a container used as an oven, for cooking meat or vegetables outdoors over a fire. A private barbecue pit is used by an individual to produce food for non-commercial, private consumption.

PRIVATE CLUB OR LODGE

A facility for social, cultural or educational activities open only to bona fide members and guests of the private organization operating the club or lodge, except those the chief activity of which is a service customarily carried on as a business.

PRIVATE GARAGE

A garage that is accessory to a private dwelling (whether single- or multi-unit) that is intended for the exclusive use of the residents of the dwelling. A private garage is not open to the public, and is not operated for payment or profit.dd.

PRIVATE SWIMMING POOL

A swimming pool constructed as an accessory to a private dwelling (whether single- or multi-unit) that is intended for the exclusive use of the residents of the dwelling, and not open to the public.

PUBLIC PARK, PLAYGROUND, OR PLAYFIELD

Public premises which have been designated for park or recreational activities within the City which are under the control, operation or management of the City Parks and Open Space Department or the equivalent state, county or recreation district authorities.

PUBLIC TRANSPORTATION

Uses in this category include any vehicular or rail transportation system owned or regulated by a government agency, used for the mass transport of people.

Q.

NO DEFINITIONS

R.

RECEPTION OR EVENT CENTER

A building or portion of a building available for lease by private parties for social or dining purposes.

RECREATION AND ENTERTAINMENT USES

Uses include those that provide entertainment, recreation, or amusement for profit.

RELIGIOUS, EDUCATIONAL, OR CHARITABLE INSTITUTION

A facility for religious, educational, or social purposes for a private, nonprofit, or religious organization, primarily for use by administrative personnel, members, and guests.

RENEWABLE ENERGY FACILITY

An electric generation unit or other facility or installation that produces electric energy using a renewable energy source, including but not limited to wind and solar farms.

RESTAURANT, FAST SERVICE/TAKE-OUT

Any establishment in which the principal business is the sale of food or beverages to the customer in a ready-to-consume state, and in which the design or principal method of operation includes both of the following characteristics:

(1) Food or beverages are usually served in edible containers or in paper, plastic or other disposable containers; and

(2) The consumption of food or beverages is encouraged or permitted within the restaurant building, within a motor vehicle parked upon the premises or at other facilities on the premises outside the restaurant building, or for carry out for consumption off the premises.

RESTAURANT, FULL SERVICE

An establishment whose principal business is the sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state, and whose design or principal method of operation includes one or both of the following characteristics:

(1) Customers are normally provided with an individual menu, are served foods, frozen desserts, or beverages by a restaurant employee at the same table or counter at which said items are consumed.

(2) A cafeteria-type operation where foods, frozen desserts, or beverages generally are consumed within the restaurant building.

RETAIL SALES AND SERVICES

Uses include establishments that provide retail sale, rental, services processing, and repair of new merchandise, primarily intended for consumer or household use.

RETAIL ESTABLISHMENT

A business engaged in selling goods to the general public for personal or household consumption and rendering services incidental to the sale of such goods, including department stores; supermarkets; pharmacies; bakeries; meat markets; liquor stores; hardware, paint or wallpaper stores; camera shops; florist's shops; gift shops; hobby shops; stationery shops; bookstores, apparel shops; shoe stores; variety stores; jewelry stores; stores for sales of gardening supplies and equipment; movie theaters; and bowling alleys.

S.

SEASONAL SALES

The temporary display and sale of products outside of a building or structure. Seasonal sales may include but are not limited to temporary farm stands selling produce, pumpkin patches, and Christmas tree sales. Seasonal sales are distinct from outdoor display of merchandise, associated with a retail establishment as an accessory use.

SELF-STORAGE UNITS

The separate storage spaces of varying sizes within one or more structures that are leased or rented on an individual basis. The individual storage units may be directly accessible from outside, or only accessible from the interior of an enclosed structure.

SERVICE AND REPAIR GARAGE, INCLUDING GAS STATION

An establishment used for the servicing and mechanical repair of automobiles, motorcycles, snowmobiles, recreational vehicles, and trucks, including the sale, installation or servicing of related accessories and parts.

SEXUALLY ORIENTED BUSINESS

An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult news rack or adult performance and encounter (live) business.

RELATED TERMS

ADULT ARCADE

A place open to the public in which coin-operated, slug-operated, or electronically, electrically or mechanically controlled still or motion picture machines, projectors, or other image-producing devices, including computer imaging, are maintained to show images to five or fewer persons at any one time and where the images so displayed are distinguished or characterized by the depicting or describing of specified anatomical areas.

ADULT BOOKSTORE OR ADULT VIDEO STORE

A commercial establishment that as its principal business offers for sale or rent for any form of consideration any one or more of the following:

a) Books, magazines, periodicals, or other printed matter or photographs, films, motion pictures, videocassettes, or video reproductions, slides or other visual representations that depict or describe specified sexual activities or specified anatomical areas; or

b) Instruments, devices or paraphernalia that are designed for use in connection with specified sexual activities.

ADULT CABARET

A nightclub, bar, restaurant, or similar establishment whose primary activities regularly feature and include:

a) Persons who appear in a state of nudity;

b) Live performances that are characterized by the exposure of specified anatomical areas or by specified sexual activities; or

c) Films, motion pictures, videocassettes, slides, computer-generated images, or other photographic reproductions that are characterized by the depiction or description of specified anatomical areas or specified sexual activities.

ADULT ESCORT AGENCY

A person that furnishes, offers to furnish or advertises to furnish escorts for a fee, tip, or other consideration.

ADULT MOTEL

A hotel, motel or similar commercial establishment that:

1. offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, slides, or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas and has a sign visible from the public right-of-way that advertises the availability of this adult type of photographic reproductions;
2. offers a sleeping room for rent for a period less than ten hours; or
3. allows a tenant or occupant of a sleeping room to sub rent the room for a period less than ten hours.

ADULT MOTION PICTURE THEATER

A commercial establishment that, for any form of consideration, is substantially devoted to showing films, motion pictures, videocassettes, slides, computer-generated images, or similar photographic reproductions that are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities

or specified anatomical areas. The term does not include theaters that primarily feature films rated NC-17, R, PG, PG-13, and films other than unrated or X-rated films.

ADULT PERFORMANCES AND ENCOUNTERS (LIVE)

A business that offers as the primary purpose:

a) Physical contact in the form of wrestling or tumbling between persons engaging in specified sexual activities or exposing specified anatomical areas; or

b) Activities by one or more persons, either male or female, when at least one of the persons is engaging in specified sexual activities or exposing specified anatomical areas; provided that the term does not apply to artist models who pose in art classes for adult students or other settings solely for the purpose of assisting a sculptor, a painter or other artist in rendering an artist rendition or presentation of the model.

SPECIFIED ANATOMICAL AREAS

Includes less than completely and opaquely covered human genitals or pubic region or buttock or female breast below a point immediately above the top of the areola; or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES:

a) human genitals in the state of sexual stimulation or arousal;

b) acts of human masturbation, sexual intercourse or sodomy;

c) fondling or other erotic touching of human genitals, pubic region, buttock or female breast;

d) excretory functions as part of or in connection with any of the activities set forth in subsections A through C of this definition; or

e) a simulation of any of activities provided in subsections A through D of this definition.

SHELTERED CARE FACILITY

A boarding home or other home for the sheltered care of adult or juvenile persons that, in addition to having the capacity to provide food and shelter to between nine and 25 persons unrelated to the proprietor, provides personal care and services, habilitation or supervision beyond food, shelter and laundry; provided that live-in nursing care is not a primary part of the services provided. Sheltered care facility includes group homes, half-way houses, homes for battered persons and children, and homes designed to provide a transition from long-term institutional care to normal activities.

SHORT-TERM RENTAL UNIT

A dwelling unit or accessory dwelling unit, or any portion of a dwelling unit or accessory dwelling unit, that is offered for rent or rented for a period of less than 30 days. A short-term rental is distinct and different from a bed and breakfast and a vacation time share project.

SIGN SHOP

A retail store engaged in the manufacturing and selling of custom-made signs to the public.

STORAGE SERVICES

Uses in this category include uses that provide space in a structure for storage.

SUBSTATION

As used in Section 14-5.3I.1, *Electric Facilities,* means facility equipment that switches, changes, or regulates electric voltage. An electric power station that services as a control and transfer point on an electrical transmission system. Substations route and control electrical power flow, transform voltage levels, and serve as delivery points to industrial customers.

SWITCHING STATION

As used in Section 14-5.3I.1, *Electric Facilities,* means facility equipment used to tie together two or more electric circuits through switches. The switches are selectively arranged to permit a circuit to be disconnected or to change the electric connection between the circuits.

T.

TAILORING OR ALTERATIONS SHOP

A personal services establishment that specializes in alterations to clothing, or the creation of garments.

TEMPORARY MOBILE STORAGE UNIT

A container designed and rented or leased for the temporary storage of commercial, industrial, or residential household goods, that does not contain a foundation or wheels for movement. This definition includes facilities such as piggyback containers that can be transported by mounting on a chassis, and "POD"™ type boxes that can be transported on a flatbed or other truck; but does not include prefabricated sheds that are not designed for transport after erection, or commercial trailers used by construction or other uses in the regular performance of their business.

TEMPORARY ON-SITE CONTRACTOR'S OFFICE

A temporary structure placed on or adjacent to a construction site, used by the contractor in connection with the development or building project, generally as an office for administrative and supervisory functions, or for storage of equipment.

THEATRE, LIVE PRODUCTIONS

A structure used for dramatic, operatic, or other live performance.

TINY HOME

A single-family detached dwelling that is less than 500 square feet and more than 300 square feet in size.

TIRE RECAPPING AND RETREADING

An establishment used for the re-manufacturing process for tires that replaces the tread on worn tires.

TRANSIT TRANSFER FACILITY

Bus stops, bus terminals, transfer points, and depots without vehicle repair or storage.

U.

URBAN FARM, GROUND LEVEL

The use of a lot on the ground for urban agriculture for commercial purposes, whether for profit or non-profit. Ground-level urban farms are classified according to their size, as follows:

LARGE

A farm area greater than one acre.

MEDIUM

A farm area greater than or equal to 10,000 square feet, but no greater than one acre.

SMALL

A farm area less than 10,000 square feet.

URBAN FARM, ROOF LEVEL

The use of a roof for urban agriculture for commercial purposes, whether for profit or non-profit. Roof-level urban farms are classified according to their size, as follows:

LARGE

A farm area greater than 1,000 square feet, but no greater than 5,000 square feet.

SMALL

A farm area 1,000 square feet or less.

UTILITIES

This category of uses includes natural gas regulator stations, telephone exchanges, water or sewage pumping stations, or water storage facilities, power generating and distribution facilities (whether the source of power is electrical, wind, or solar), and wireless telecommunication facilities.

UTILITY SHED

A one-story, detached accessory structure constructed of light material and used as a tool shed, play house, or other suitable purpose.

V.

VACATION TIME SHARE

Real property for which the right to use and occupy a dwelling unit on a periodic basis constitutes a time share arrangement under the laws of New Mexico, in which the exclusive right of use or occupancy of a unit circulates among various owners for a contractually limited period or a private club with shared ownership in a vacation residence similar to the above including interval use.

VETERINARIAN

A facility or place where animals, including agricultural and farm animals, are given medical and surgical care and treatment and the boarding of animals limited to short-term care incidental to the hospital use.

VOCATIONAL OR TRADE SCHOOL

A secondary or post-secondary education facility that meets state requirements as a vocational facility and that primarily teaches usable skills that prepare students for jobs in a trade.

W.

WAREHOUSE AND DISTRIBUTION

An enclosed building or complex of buildings used primarily for the storage of goods and materials, or as a point for distribution of stored goods to other businesses or the final consumer. Warehouse and distribution facilities are not open to the public.

WHOLESALE OPERATION

Business primarily engaged in selling merchandise or acting as agents or brokers and buying merchandise for retailers; industrial, commercial, institutional or professional business users; or other wholesalers. While the primary focus is business-to-business transactions, there may be occasional customers on-site, including members of the public.

WIRELESS COMMUNICATIONS FACILITY

A facility used to provide personal wireless services as defined at 47 U.S.C. Section 332(c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services. A wireless communications facility does not include a facility that is an accessory use. A wireless communications facility includes an antenna or antennas, including without limitation, directional, omni-directional and parabolic antennas, support equipment and their permitted supporting structure, but does not include the support structure to which the wireless communications facility or its components are attached if the use of such structure for the

wireless communications facility is not the primary use. The term does not include mobile transmitting devices used by wireless service subscribers, such as vehicle or hand held radios/telephones and their associated transmitting antennas.

14-9.3 General Definitions

A.

ACCENT LIGHTING

Any directional lighting that emphasizes a particular object or draws attention to a particular area.

ACCESSORY

As applied to a use or structure, means customarily subordinate or incidental to and on the same lot of such use or structure or on a contiguous lot in the same ownership.

ACTIVE WATER HARVESTING

Containing precipitation or runoff in a storage tank or other device and distributing that water with a mechanical system by means of gravity or a pump.

ACTUAL CONSTRUCTION

Placing construction materials in permanent position and fastening in a permanent manner; provided that where demolition or removal of an existing structure has been substantially begun preparatory to new construction, such demolition or removal is actual construction as long as the work is diligently carried on until completion of the new construction involved.

ADOBE

Sun-dried block or coursing of dirt, clay, asphalt-impregnated earth or other natural earth materials.

ADVERTISING STRUCTURE

A structure, part of a structure, or a device attached to, painted on, or otherwise represented on a building, fence. or other structure, upon which is displayed or included any letter, work, model, banner, flag, pennant, insignia, decoration, direction, advertisement, or other attention-getting device, including a sign. Advertising structure does not include a similar structure located within a building except illuminated signs within show windows.

ALCOHOLIC BEVERAGES

Distilled or rectified spirits, potable alcohol, brandy, whiskey, rum, gin and aromatic bitters bearing federal internal revenue strip stamps or any similar alcoholic beverage, including blended or fermented beverages, dilutions or mixtures of one or more of the foregoing containing more than one-half percent alcohol, but excluding medicinal bitters.

ALCOHOLIC BEVERAGE DISPLAY AREA

The portion of an alcoholic beverage licensee's premises in which all alcoholic beverages on display for sale are contained.

ALCOHOLIC BEVERAGE LICENSEE

The holder of any license or permit authorizing the sale of alcoholic beverages issued under the provisions of the New Mexico Liquor Control Act, but does not mean the holder of a server permit.

ALCOHOLIC BEVERAGE SALES ACTIVITIES

The retail sale of alcoholic beverages for offsite consumption.

ALTERATION

A change of the architectural features of a structure, including the erection, construction, reconstruction, or removal of the structure or any of its parts. Additions are considered alterations.

ANIMAL PRODUCTION

An area which is used for the raising of animals except as limited in Section 14-5.3E, *Agricultural Uses*

ANTENNA

An exterior transmitting or receiving device that may be mounted on a structure and that is used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications, signals or other communication signals.

APPELLANT

A person filing an appeal.

APPLICANT

A person who has submitted an application. As used in Section 14-7.9, *Impact Fees,* the applicant for a construction permit for which an impact fee is due.

APPLICATION

A request for a permit or other approval within the jurisdiction of the Planning and Land Use Director, a land use board or the Governing Body that is required pursuant to Chapter 14, and includes the fees, forms, plans, and associated documents.

ARCHAEOLOGICAL FEATURES

Nonportable cultural remains, including storage pits, firepits, burials, worksites, middens, architectural remains, and undisturbed layers of deposited materials.

ARCHAEOLOGICAL SITE

A concentration of cultural remains inferred to be the location of specific human activities of the past.

ARCHAEOLOGIST

--- [reserved]

ARCHITECT

A person who is licensed by the state to practice architecture.

ARCHIVAL RESEARCH

Research in primary documents that is likely to yield information concerning the human occupation of a site, including deed, census, cartographic, and judicial records.

AREA MEDIAN INCOME

The median income for the Santa Fe metropolitan statistical area as adjusted for various household sizes and published and revised periodically by the United States Department of Housing and Urban Development.

ARTIFACT

Portable material remains that exhibit evidence of human use or alteration.

ASSESSMENT

As used in Section 14-7.9, *Impact Fees,* means the determination of the amount of an impact fee.

AVERAGE DAILY TRAFFIC

The total volume of traffic during the time period from 7:00 a.m. to 6:00 p.m. in whole days, greater than one day and less than one year, divided by the number of days in that time period.

AWNING

A roof-like covering projecting from the wall of a building and that is typically made of metal, plastic, canvas, or other textile.

B.

BACK-HAUL NETWORK

As used in Section 14-5.3I.3, *Telecommunication Facilities,* means the lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices or long distance providers or the public switched telephone network.

BANNER

A temporary sign no larger than 18 square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event,

function, or activity is painted or printed, which projects from, hangs from, or is affixed to a City-owned support structure.

BAR DITCH

A continuous shallow ditch parallel to a roadway that collects and distributes surface runoff from the roadway and adjacent terrain.

BASAL AREA

The cross-section area of the stem or stems of a plant or of all plants in a stand expressed as square feet per acre. Bushes and shrubs, including piñon and juniper, are generally measured at or less than one inch above soil level. All other trees generally are measured at 4.5 feet above ground inclusive of bark. Measurements are taken from the uphill side of the slope. For the purposes of explanation only, 60 basal area is approximately equal to evergreen trees, each six feet tall, planted on 12 foot centers over one acre.

BASE FLOOD

The flood having a one percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE)

The elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year—also called the base flood.

BASELINE FLOOR AREA RATIO

As used in the BCD, means the maximum permitted floor area ratio subject to the townscape standards where applicable, not taking into account allowable land-use intensity credits.

BIO-FILTRATION

A process by which waterborne pollutants are absorbed, captured or broken down by soil or are absorbed by plant materials.

BLOCKFACE

All the parcels on one side of a City block. Each block is separated by an intersecting street.

BRUSH LAYERING

An erosion control method that places branches perpendicular to a contour on excavated terraces to build living structures, which terraces are then backfilled with soil, covering the branches except for the tips.

BRUSH MATTRESS

An erosion control method where woven pads of live branches are staked to slopes to build living structures for coverage.

BUILDABLE AREA

That portion of a lot upon which buildings may be placed in compliance with required yards, lot coverage restrictions and other applicable provisions of Chapter 14.

BUILDABLE SITE

As used in Section 14-4.4, *Escarpment Overlay District*, and Section 14-8.2, *Terrain and Stormwater Management*, means a contiguous area of land located within a single lot on which a building with a footprint equal to not less than forty percent of the minimum required net lot area, or 2,000 square feet, whichever is less, can be developed in compliance with all requirements of those sections, all requirements of the underlying zone and all applicable development standards.

BUILDING

A structure or parts of a structure covered and connected by a permanent roof and intended for shelter, housing, or enclosure.

BUILDING FRONTAGE

The horizontal distance across the front of a building.

BUILDING OFFICIAL

The director of the inspections and enforcement division or other person designated by the Planning and Land Use Director.

BUILDING STRUCTURE

The load-bearing portions of a building, including decking and sheathing for floors, walls, and roofs.

BUSINESS

An activity involving wholesale or retail sales or rental of any article, substance or commodity, including building materials and vehicles, and the provision of all commercial services, including financial institutions and personal commercial services. Where the term business is used to describe a type of land use or structure, it includes such use by any organization or individual, whether or not the use is conducted for profit.

BUSINESS SERVICES

A business primarily engaged in rendering services to other businesses on a fee or contract basis, including advertising and mailing, building maintenance, employment service, management and consulting services, protective services, and equipment rental and leasing.

C.

CALIPER

A measurement of the diameter of the trunk of a tree, taken either at six inches above ground level (generally at time of planting), or at four and one-half feet above the ground, when a measurement specifies diameter at breast height (DBH).

CABLE SERVICE

As used in Section 14-5.3I.3, *Telecommunication Facilities,* means cable service as defined in the Cable Communications Policy Act of 1984, 47 U.S.C. §532, et seq., as now and hereafter amended.

CANNABIS PRODUCT

A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANOPY

An overhanging shelter or shade.

CANTILEVER

A beam or truss with an unsupported end projecting past the bearing. A beam or trussmay support any kind of projecting element including a building overhang, part of a bridge, or a balcony. A viga, or a wooden real or simulated interior roof support that protrudes through an exterior wall, is not a cantilever.

CAPITAL IMPROVEMENT

As used in Section 14-7.9, *Impact Fees,* means any of the following facilities that have a life expectancy of ten or more years and are owned and operated by or on behalf of the City:

1. Roadway facilities located within the service area, including roads, bridges, bike and pedestrian trails, bus bays, rights-of-way, landscaping and any local components of state and federal highways;
2. Traffic signals located within the service area at the intersection of two City-maintained arterial streets;
3. Neighborhood or pocket parks and related areas and facilities, referred to in Chapter 14 as "neighborhood parks" and community and regional parks, open space and trails and related facilities, referred to in Chapter 14 as "regional parks";
4. Buildings for fire and rescue and essential equipment costing ten thousand dollars ($10,000) or more and having a life expectancy of ten years or more; or
5. Buildings for police and essential equipment costing ten thousand dollars ($10,000) or more and having a life expectancy of ten years or more.

CAPITAL IMPROVEMENTS PLAN

As used in Section 14-7.9, *Impact Fees,* means the plan adopted by the Governing Body that identifies capital improvements or facility expansions for which impact fees may be imposed to serve projected development in the service area based on the approved land use assumptions identified in the capital improvement plan for water, wastewater, roads, parks, fire and police development impact fees.

CARPORT

A shelter for a car consisting of a roof supported on posts, typically open on at least three sides.

CERTIFICATE OF OCCUPANCY

A written document issued by the Planning and Land Use Director certifying that a structure or use of land has been constructed or will be used in compliance with all applicable City codes and ordinances.

CHANNEL

As used in Section 14-8.3, *Flood Regulations*, means a portion of a drainageway that has a naturally or artificially developed bed or banks to confine and conduct a continuous or periodic flow of water.

CHECK DAM

A small dam built within a drainage channel to decrease flow velocity and reduce erosion by reducing the channel gradient, minimize scour, and promote deposition of sediment.

CISTERN

An artificial, closed reservoir for storing water, often underground.

CITY

The City of Santa Fe.

CITY ENGINEER

A designated employee of the City who is both a professional engineer and a state-certified floodplain manager.

CLUB

A nonprofit organization and its premises, including a lodge, that caters exclusively to members and their guests for social, intellectual, political, recreational, athletic, or other common purposes.

CLUSTER DEVELOPMENT

A development in which dwelling units are grouped together and where common open space is provided.

CLUSTERED SUBDIVISION

A form of development for a single-family subdivision that allows a reduction in lot area, provided there is no increase in the number of lots permitted by the zoning district, and the undeveloped land resulting from the log reduction is devoted to open space.

COLLOCATION

As used in Section 14-5.3I.3*, Telecommunication Facilities,* means the mounting or installation of an antenna on an existing tower or tower alternative.

COMMERCIAL CANNABIS ACTIVITY

Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL DEVELOPMENT

For the purpose of the annual water budget in Section 14-7.7, means one or more buildings constructed for nonresidential use. Commercial development includes hotels, motels, offices, stores and other retail establishments and industrial, manufacturing, wholesaling, and warehousing activities.

COMMERCIAL RECREATIONAL USE OR STRUCTURE

A facility for commercial recreational purposes such as a theater, bowling alley, pool room, driving range, miniature golf, health club, sports field, or amusement park.

COMMERCIAL STRUCTURE

A structure that is put to a commercial use as provided in Article 14-5, *Use Regulations.*

COMMON OPEN SPACE

The outdoor area accessible to all residents within a development, which may be owned in undivided interest by all the residents of the development, and it may remain in its natural state or may be landscaped or improved for passive or active recreational activities.

COMPACT CAR

A motor vehicle that is 181 inches (15 feet and one inch) or less in length, measured from front to rear bumper.

COMPANY

As used in Section 14-5.3I.1, *Electric Facilities,* means electric service provider or its contractors or other persons constructing electric facilities and distribution facilities.

COMPOSTING

A process of accelerated biodegradation and stabilization of organic material under controlled conditions yielding a product which can safely be used as fertilizer.

COMPOUND

Three or more attached or detached dwelling units on one lot and located in the RC-5, RC-8, RAC, AC or BCD districts.

COMMUNITY RESIDENTIAL CORRECTIONS PROGRAM

A community residential program for persons currently in the custody of, or recently released by, correctional authorities which is designed to offer an alternative to imprisonment and/or to facilitate ex-offender reintegration into community life.

CONDUCTOR

As used on Section 14-5.3I.1, *Electric Facilities,* means a substance or body, usually in the form of a wire, cable or busbar, that allows a current of electricity to pass continuously along it.

CONSTRUCTED RAIN GARDEN

A shallow water retention pond built to store water and provide bio-filtration, where the soil is amended to a minimum depth of eighteen inches with one part organic matter to two parts soil and planted with grasses, shrubs, or trees.

CONSTRUCTED WETLAND

An artificial wetland designed and planted to store water and filter, process, absorb, or breakdown waste products or pollutants.

CONTIGUOUS LOTS

Two or more lots with one or more common boundaries.

CONTOUR LINE

A line adjoining points of equal elevation on a topographic map.

CONTRIBUTING STRUCTURE

A structure, located in a historic district, approximately 50 years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

COOL SEASON TURF

Grasses that require large volumes or frequent applications of water, including Kentucky bluegrasses, perennial rye grasses, fine fescues, and tall fescues.

COUNTY

The county of Santa Fe.

CROP PRODUCTION

An area used for the raising or harvesting of agricultural crops intended to provide food or fiber.

CULTURAL PROPERTY EASEMENTS

CULTURAL REMAINS

The remains of prior human occupation or activity over 75 years of age, whether portable or nonportable, including historic and prehistoric artifacts, architectural features, human skeletal remains, animal skeletal remains found in an archaeological context, rock carvings and culturally altered landscapes.

CULTURALLY ALTERED LANDSCAPE

A landscape modified by human activity, including roadways, agricultural fields, farming terraces and irrigation ditches, or other water control devices.

CUT

The removal of earth material from the surface of the land.

D.

DECK

A structure, without a roof, directly adjacent to a principal building that has an average elevation of 30 inches or greater from finished grade that is constructed of any material.

DEMOLITION

The intentional destruction of all or part of a building or structure; in restoration or renovation projects, may include removal of structural elements, partitions, mechanical equipment, and electrical wiring and fixtures.

DEMOLITION BY NEGLECT

The destruction of a structure caused by failure to perform maintenance over time.

DENSITY

The extent of development per unit of area. In residential areas or development projects, density is typically expressed in dwelling units per acre.

DESIGN DEVELOPMENT DRAWINGS

Preliminary submittals drawn to scale that fully delineate the architectural characteristics of a structure, but that are not detailed enough to be considered working or construction drawings.

DESIGN OBJECTIVES

As used for the BCD, means a desirable or optimum set of physical characteristics that distinguish each townscape subdistrict. Design objectives for each subdistrict form the basis for the development of townscape district standards governing the preservation or development, or both, within subdistricts.

DETENTION

The temporary storage of stormwater to prevent excessive or excessively rapid runoff.

DEVELOPMENT

A manmade change in improved and unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, except for routine maintenance and repair.

DEVELOPMENT CONTAINING RESORT FACILITIES, SHORT-TERM RENTAL

A development in which the owners have obtained a conditional use approval for operation two or more of the following facilities that they own in common and : swimming pools, spa facilities, golf courses, restaurants, or tennis facilities.

DISPLAY LOT

A lot used primarily for the purpose of retail sales.

DISTRIBUTION FACILITIES

As used in Section 14-5.3I.1, *Electric Facilities,* means the system of lines and poles, including the transformers and switches, and related appurtenances located thereon, that connects between transmission network and customer load that operates at electrical voltages of 40kV or below.

DIVIDED LIGHT

A window or door in which the glass is divided into several small panes using muntins.

DRAINAGE EASEMENT

The total area of land dedicated or reserved by plat or otherwise acquired by the City, the county or the state primarily for the movement of stormwater through a drainageway or land susceptible to flooding and for the maintenance of drainage structures.

DRAINAGEWAY

A natural or artificial land surface depression, with or without perceptibly defined bed and banks, to which or through which surface runoff gravitates, collects, impounds or is channeled for disposition.

DRIVE-IN

An establishment that by design, physical facilities, service or packaging procedures encourages or allows customers to receive services, obtain or consume goods or be entertained while remaining in their motor vehicles.

DWELLING UNIT

One or more rooms connected together constituting a separate, independent housekeeping establishment occupied by one family, for either owner occupancy, rental or lease and physically separated from any other dwelling unit that may be in the same structure and containing independent cooking and sleeping facilities; provided that the term does not include group housing, hotels, or motels.

E.

EARTH COLOR OR EARTH TONE

Muted and flat colors found in the earth in the area of the development, consistent with a sample palette of earth tone colors maintained by the Planning and Land Use Director.

EARTH MATERIAL

Rock, natural soil, or fill and any combination of these.

ECOLOGICAL RESOURCE RESTORATION

1. Erosion prevention and control, including protection of natural drainage channels and compliance with an approved stormwater drainage management plan;
2. Preservation of significant native trees and other native site vegetation, including protection of natural area buffer zones;
3. Conservation of water, including preservation of existing native vegetation, reduction in amounts or irrigated areas and similar considerations;
4. Stream corridor and wetland protection and buffering;
5. Preserving or restoring site topography, including such characteristics as steepness of slopes, existing drainage features, rock outcroppings, river and stream terraces, valley walls, ridgelines and scenic topographic features;
6. Preserving or restoring floodplains and flood ways;
7. Preserving, restoring, or creating wildlife movement corridors; and
8. Preserving or restoring hydrology and groundwater flow.

EGRESS

The exit of a building, structure, or land.

ELECTRIC PROJECT

As used in Section 14-5.3(I)(1), *Electric Facilities,* the placement of 40kV and above transmission lines, switching stations, and substations; the upgrade, replacement, or relocation of any 40kV and above transmission lines, switching stations and substations; and the placement of more than 3 new distribution poles (not reviewed through the development review and construction permit process).

ELECTRIC STRUCTURE

As used in Section 14-5.3(I)(1), *Electric Facilities,* one or more poles connected to each other by braces, cross arms or grounding systems with insulators and other hardware and carrying device electric service.

ELECTRIC VEHICLE CHARGING STATION

An electrical outlet that pulls an electrical current from 240v power and charges a vehicle's battery by delivering electricity when that vehicle is connected to the charging outlet.

ELEVATION (OF A STRUCTURE)

One of the exterior faces of a building, or a drawing of a face of a building or an interior wall, with all of the features shown as if in a single vertical plane. One elevation can include numerous facades. In Figure 9.3-1, the blue line in the floor plan image or the right correlates to the east elevation drawing on the left.

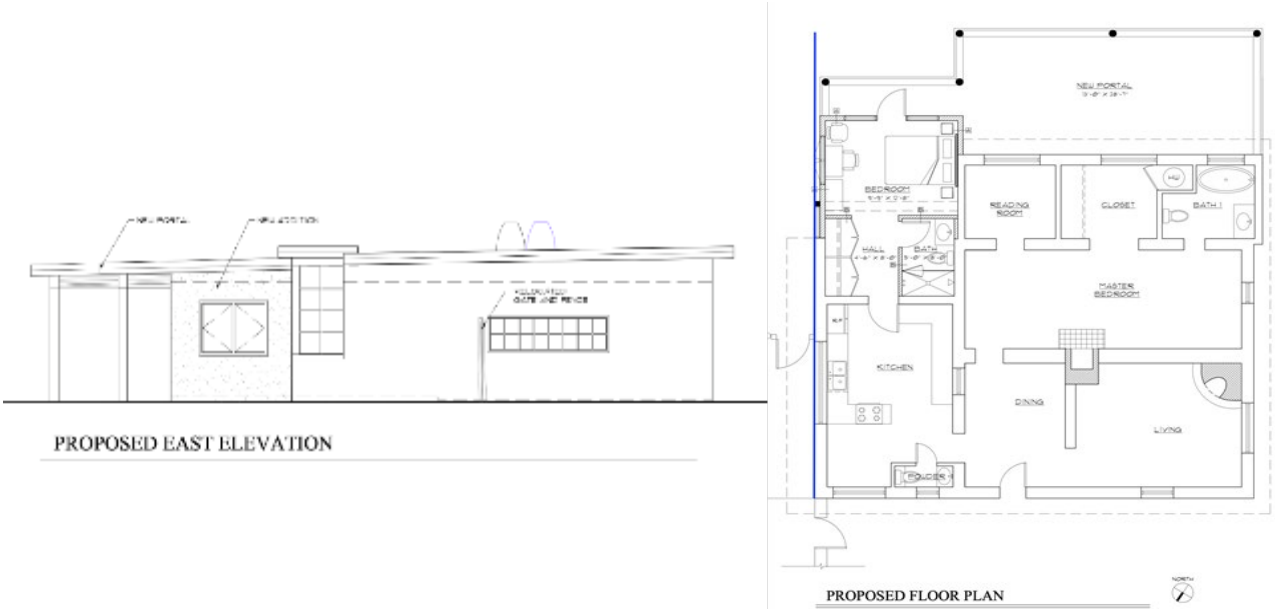


Figure 9.3-1: Sample Building Elevation Drawing

ELIGIBLE FACILITIES REQUEST (EFR)

As used in Section 14-5.3I.3*, Telecommunication Facilities,* means any request for modification of an existing wireless tower or base station that that does not substantially change the physical dimensions of such tower or base station, including:

1. Collocation of new transmission equipment;
2. Removal of transmission equipment; or
3. Replacement of transmission equipment.

ELIGIBLE SUPPORT STRUCTURE

As used in Section 14-5.3I.3*, Telecommunication Facilities,* means a wireless communications facility including any structure supporting or housing the wireless communications facility or its equipment that has been reviewed, approved and lawfully constructed, in accordance with all requirements of applicable law as of the time it was built, when the relevant eligible facilities request is filed. The term includes a structure supporting or housing a wireless communications facility even if the structure was not built for the sole or primary purpose of providing such support. The term does not include a structure that does not support or house a wireless communications facility at the time the relevant eligible facilities request is filed.

EMERGENCY

As used in Section 14-5.3I.1, *Electric Facilities,* means any repair, restoration, or replacement of an electric facilities made necessary because of a sudden unexpected event which has created a condition which is an immediate and continuing threat to the safety of property or persons.

EMERGENCY FACILITIES

As used in Section 14-5.3I.1, *Electric Facilities,* means electric facilities and distribution facilities used to provide service due to emergency conditions.

EMPLOYEE

In the context of a home occupation, a person who is a full- or part-time employee, partner, or independent contractor of a home occupation and who works from the site of the home occupation on a regular basis.

EQUIPMENT CABINET

As used in Section 14-5.3I.3, *Telecommunication Facilities,* means a storage cabinet used exclusively for the protection of telecommunications equipment.

EQUIVALENT DWELLING UNIT (EDU)

As used in Section 14-7.9, *Impact Fees,* means a service unit measure representing the impact of a typical single-family dwelling on the park system. A typical single-family dwelling represents, on average, one EDU. Other types of units each represent a fraction of an EDU, based on their relative average household sizes.

ERECT

To build, construct, attach, hang, place, suspend, or affix and includes the painting of wall signs.

EROSION

The wearing away of ground surfaces as a result of the movement of wind, water, or ice.

EROSION CONTROL STRUCTURES

Manmade improvements that are intended to limit or control erosion.

EXCAVATION

The mechanical removal of earth material, including, but not limited to trenching, digging, scraping, or blading to modify the existing, unmodified grade. In the context of an archeological excavation, excavation is displacing, disturbing, or moving earth, soil, dirt, other deposits or material remains from their current contexts or significant orientation in, or on, the ground within the boundaries of an archaeological site or area of historic and scientific interest, by using hand tools or mechanical earth-moving equipment.

EXISTING CONDITIONS ASSESSMENT

As used in Section 14-4.6, *Historic Districts,* means written, graphic and photographic documentation of existing conditions in a historic compound as specified by City policy.

EXTERIOR WALL AND ROOF COVERING

The material or assembly of materials applied to the exterior surface of a wall or roof for weather resistance or appearance, but excluding structural elements of the wall or roof such as decking or sheathing.

F.

FAÇADE

One whole elevation or a portion of an elevation of a structure, from grade up to and including the top of the parapet. An individual façade is defined as including at least an eight-foot width that is offset from an adjacent plane by at least four feet, such that a single elevation can include multiple facades. In Figure 9.3-2 below, the blue line in the floor plan image or the right correlates to the east elevation drawing on the left. This elevation is a single façade, as there is no offset, relief, or building modulation along the length of the elevation.

FAÇADE, PRIMARY

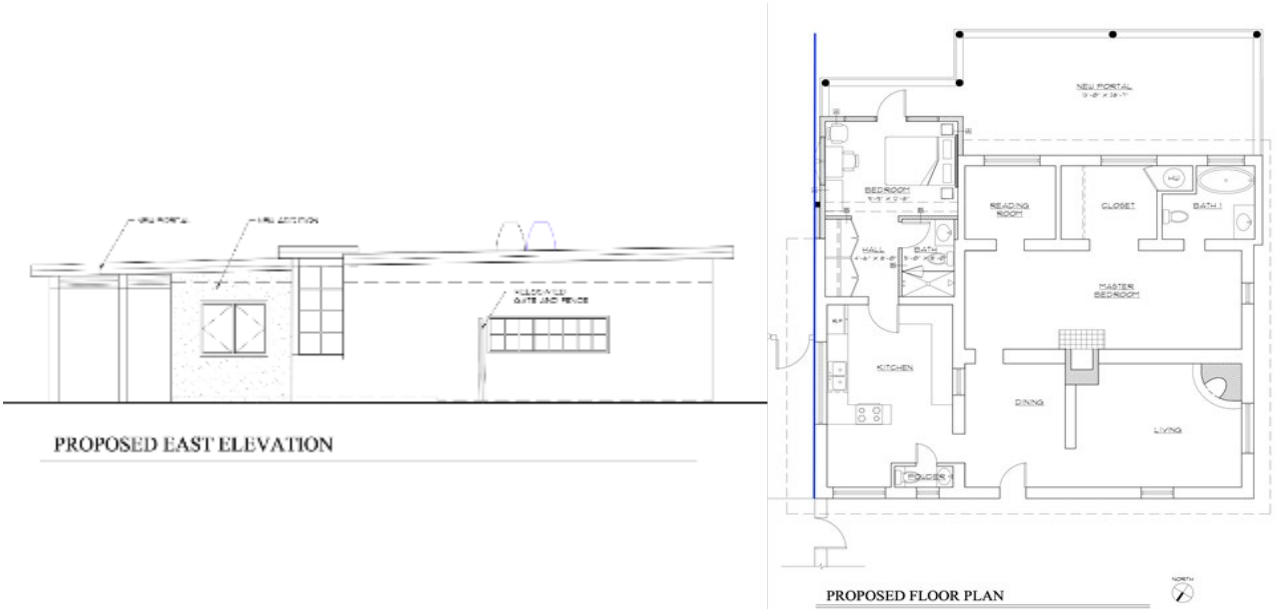


Figure 9.3-2: Elevation with Single Façade

In the context of the historic district, one or more principal faces or elevations of a building with features that define the character of the building's architecture.

FACEMOUNT ANTENNA

As used in Section 14-5.3I.3, *Telecommunication Facilities,* means a camouflaged antenna attached to and covering a small portion of the surface of a building, architecturally integrated into the supporting structure.

FACILITY EXPANSION

As used in Section 14-7.9, *Impact Fees,* means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development.

FAMILY

(A) A natural person;

(B) Two or more natural persons related by blood, marriage, legal guardianship or adoption, plus resident domestic servants; or

(C) A group of unrelated people living together in a dwelling unit as a single housekeeping unit; also referred to as a household.

FARM AREA

The area of a lot designated for activities and uses defined as urban agriculture.

FARM STRUCTURES

Structures that may include, but are not limited to, sheds (tool and packing), compost bins, shade pavilions, farm stands, trellises or other vertical supports for growing crops, and structures used to extend the growing season such as greenhouses, hoop houses, cold frames, and similar structures.

FILL

The artificial deposition of earth material.

FINAL ACTION

The action taken that completes review of and decision on an application or appeal; see Section 14-2.1B.5.II, *Final Actions*.

FINAL APPROVAL

As used in Section 14-7.9, *Impact Fees,* means the date that a plat or development plan is recorded with the County Clerk. This date is to be used to determine the beginning of the assessment period for which a permit would be charged impact fees according to a given fee schedule.

FINANCIAL GUARANTEE

A fully funded account approved by the City and established with the City of Santa Fe or a financial institution in the state of New Mexico that may be drawn upon by the City to cover specific improvements or repairs and pursuant to Chapter 55 of NM Statutes 1978.

FLOOD OR FLOODING

A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters; or the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD FRINGE

The portion of the special flood hazard area that is outside of the floodway.

FLOOD HAZARD ZONE

A special flood hazard area, inclusive of the floodway and the flood fringe, where applicable.

FLOOD INSURANCE RATE MAP (FIRM)

The official map of a community, on which the federal emergency management agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOODPLAIN ADMINISTRATOR

The person designated by the Planning and Land Use Director to administer the City's flood regulations pursuant to 14-2.12.

FLOODPLAIN INSURANCE STUDY

The official report provided by the federal emergency management agency that contains flood profiles, water surface elevation of the base flood, as well as the flood boundary-floodway maps and an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOODPROOFING

Any combination of structural and nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities or structures and their contents.

FLOODWAY

The channel of a river or other watercourse and the adjacent land area that is reserved to discharge the one-percent chance event without cumulatively increasing the water surface elevation more than one foot in height.

FOOTPRINT

The configuration of the area of ground covered by a structure, including all its parts.

FREEBOARD

As used in Section 14-8.3, *Flood Regulations,* means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave actions, bridge openings and the hydrological effect of urbanization of the watershed.

FRENCH DRAIN

An artificial in-ground trench or other volume of rock or other material that distributes water for plant material use or infiltration.

FUGITIVE WATER

The pumping, flow, release, escape, or leakage of water from a pipe, valve, faucet, connection, diversion, well or water supply, transport, storage, disposal or delivery system or facility onto adjacent property or the public or private right-of-way, an arroyo or other water course, whether natural or manmade, or onto a paved or non-planted landscape area.

FUNCTIONALLY DEPENDENT USE

As used in Section 14-8.3C,Development in Special Flood Hazard Areas *Development in Special Flood Hazard Areas*, means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as bridges and piers.

G.

GABLED ROOF

A type of pitched roof characterized by a vertical triangular portion at two opposite sides of the building and frequently characterized by dormers. The triangular portion extends from the level of the cornice or eaves to the ridge of the roof.

GARAGE

A structure, or part of a structure used or intended to be used for the parking and storage of vehicles.

GENERAL PLAN

The Santa Fe General Plan adopted by Resolution No. 1999-45, and as amended.

GLARE

The brightness of a light source that causes eye discomfort, including nuisance glare, which means light that creates an annoyance or aggravation, but does not create a potentially hazardous situation; and disabling glare, which means light that impairs visibility and creates a potentially hazardous situation for either pedestrians or motorists.

GLARE

In the context of outdoor lighting, glare is the sensation produced by illumination within the visual field that is sufficiently greater than the illumination to which the eyes are adapted, which causes annoyance, discomfort, or loss in visual performance and visibility.

GOVERNING BODY

The Governing Body and the Mayor acting in their official capacities during a meeting of a quorum.

GRADE

The ground level of a specified area of land; the act of grading.

GRADING

Any activity that disturbs the ground, including excavating, filling or a combination of excavating and filling.

GRAY WATER

Untreated household wastewater that has not come into contact with toilet waste. Gray water includes used water from bathtubs, showers, bathroom wash basins, clothes washing machines and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

GROSS DENSITY

The housing density calculated by dividing the total number of dwelling units by the total area in residential development in accordance with Chapter 14.

GROSS FLOOR AREA

The total square footage of all floor area within the exterior walls of a structure, including basements, main floors, and upper floors, as measured from the outside surface of the exterior walls.

GROSS LOT AREA

[Reserved]

GROUND LEVEL URBAN FARMS

The use of a lot on the ground plan for urban agriculture for commercial purposes, whether for profit or non-profit.

GUEST, SHORT-TERM RENTAL

Any person who rents a short-term rental unit or occupies a short-term rental unit during a rental period.

H.

HEADER

A wood lintel over an opening that supports the structure above.

HEATED LIVING AREA

As used in Section 14-7.9, *Impact Fees,* Impact Feesand for the purpose of assessing and collecting impact fees for residential dwelling units, means all floor area enclosed, heated and intended for daily habitation, including kitchens, bedrooms, living or family rooms, dens, laundry rooms and associated interior stairs and closets. Unless heated and intended as living area, the term excludes garages, solariums and porches. Heated living area is measured from the outside surface of the outside walls enclosing the contiguous floor area.

HIGHEST ADJACENT GRADE

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HIPPED ROOF

A type of pitched roof characterized by the intersection of four or more roof planes, the eave lines of which are not parallel.

HISTORIC OR HISTORICAL

Belonging or relating to history.

HISTORIC AGE

[Reserved]

HISTORIC COMPOUND

An identifiable grouping of historic resources, including buildings, structures and landscaping elements, as described in Section 14-4.6H.2*, Identification of Historic Compounds.* Historic compounds may be comprised of more than one lot.

HISTORIC COMPOUND PLAN

A comprehensive, long-term plan describing any planned modifications, including demolitions, additions or exterior rehabilitations, to existing structures or buildings, landscaping or new construction in the historic compound.

HISTORIC DISTRICT

A definable geographical area that contains a number of related historic sites, buildings, structures, features, or objects united by past events or aesthetically by plan or physical development, and that has been designated on a local, state or national register of historic places; may encompass a neighborhood or all of a small town; some districts comprise individual elements separated geographically but linked by association or history.

HISTORIC MATERIAL

Materials located in that are listed in or eligible for listing in the national register of historic places or designated as historic under an appropriate state or local law and is 50 years old or older.

HISTORIC STRUCTURE

A structure that is 50 years old or older.

HOMEOWNERS' ASSOCIATION

A private nonprofit corporation of homeowners for the purpose of owning, operating and maintaining various common properties.

HOST PLATFORM, SHORT-TERM RENTAL

An internet website, a mobile application, or any other forum used to connect a short-term rental owner or operator with guests and to facilitate the booking of a short-term rental unit.

HOUSING OPPORTUNITY PROGRAM (HOP)

The Housing Opportunity Program set forth in Article 26-1 (Santa Fe Homes Program).

I.

IMPERVIOUS SURFACE

A built or paved area that will not absorb stormwater; provided that impervious surface does not include graveled surfaces.

IN-KIND

In the context of historic structures, replacement of existing materials using similar materials, architectural treatments and styles, features, and details as the existing structure.

INCOMBUSTIBLE MATERIAL

Any material that will not ignite at or below a temperature of one thousand two hundred degrees Fahrenheit and will not continue to burn or glow at that temperature.

INDIVIDUAL STORAGE AREAS WITHIN A COMPLETELY ENCLOSED BUILDING

Mini-storage units that are not directly accessible from the outside of the building.

INFILL

The development of more intensive land uses on vacant or underutilized sites.

INFILTRATION BASIN

Storage of stormwater or other runoff in a facility that empties solely by moving into the soil or through evaporation.

INFILTRATION FIELD OR GALLERY

A below grade water system that collects, infiltrates and distributes stormwater or other runoff.

INFRASTRUCTURE

Facilities needed to sustain development activities, including water and sewer lines, electric, gas, telephone service, storm drainage systems and streets and roads.

INGRESS

Building code regulations related to the minimum number, length, width, and type of entrance corridors, doors, and stairways; alternative methods of ingress are often necessary to satisfy those requirements in an existing or historic building or structure.

INSIDE TURNING RADIUS

The radius of the curve made by the inside wheel of the vehicle.

INSTITUTIONAL BUILDING

A building used for governmental, religious, educational, public health care and similar purposes, but does not include clinics and medical offices.

INTEGRATED CANNABIS MICROBUSINESS

A person who is licensed as an integrated cannabis microbusiness and authorized to conduct one or more of the following:

1. Production of cannabis at a single licensed premises; provided that the person shall not possess more than 200 total mature cannabis plants at any one time;
1. Manufacture of cannabis products at a single licensed premises;
2. Sales and transportation of only cannabis products produced or manufactured by that person;
3. Operation of only one retail establishment; or
4. Couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants, or directly to consumers.

INTENSIFICATION

As used in Section 14-7.9, *Impact Fees,* means the development, redevelopment and/or expansion of an existing building and/or site, area, or function to support greater occupant load and/or to expanded or add an additional use(s) through addition of conditioned floor area, areas of commercial use, *Floor Area, Gross* or increased density through the addition of dwelling units.

INTENSITY

The extent of development per unit of area; or the level of use as determined by the number of employees and customers and degree of impact on surrounding properties such as noise and traffic.

INTERIOR NONSTRUCTURAL ELEMENTS

Interior walls, doors, floor coverings and ceiling systems that are not part of the building structure.

INTERVAL USE

The use of a unit or units for which the exclusive right of use or occupancy circulates among various owners for a contractually limited period or periods of time.

J.

JOINT USE

As used in Section 14-5.3I.1, Electric Facilities*Electric Facilities,* the use in common of a particular facility by two or more entities, such as the attachment of a telecommunications company's antenna or other telecommunications apparatus on the transmission structure of an electric utility.

JUNKYARD

Any area, lot, land, parcel, building or structure or part of these used for the storage, collection, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap; discarded goods, materials or machinery; two or more unregistered, inoperable motor vehicles; or other type of junk. A junkyard does not include such uses conducted entirely in an enclosed building.

K.

NO DEFINITIONS

L.

LAMP

The light-producing source installed in a luminaire.

LAND USE ASSUMPTIONS

As used in Section 14-7.9, *Impact Fees,* means a description of the service area and projections of changes in land uses, densities, intensities and population in the service area over at least a five-year period.

LAND USE BOARD

A City board, commission, committee or authority that has jurisdiction over any matter arising under Chapter 14 or otherwise within the jurisdiction of the Planning and Land Use Director, including the Board of Adjustment, the Planning Commission, the Historic Districts Review Board and the Archaeological Review Committee.

LAND-USE INTENSITY CREDIT

The granting of additional development capacity above the base line floor area ratio, expressed in gross floor areas.

LANDMARK

A site, building, structure or natural feature that has visual, historic or cultural significance and is listed on the State Register of Cultural Properties or the National Register of Historic Places.

LANDMARK STRUCTURE

A structure outside a historic district that otherwise meets the definition of a significant structure. A structure may also be a landmark structure if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

LANDSCAPE ARCHITECT

A person who is licensed by the state to design, construct and install decorative and functional alterations and plantings of grounds, including natural and manmade irrigation and drainage facilities.

LANDSCAPE DESIGN INTENT

The project design approach, including the proposed treatment of existing vegetation, if applicable that is:

5. Primarily native landscape, which may incorporate non-native plant material;
6. Urban landscape, with street trees or other urban design elements; or
7. A combination of subsections a and b of this definition.

LANDSCAPE TREATMENT

The addition of a predominantly vegetative combination of trees, shrubs, ground cover, rocks, woodchips, gravel, fences, walls, earth berms, planters, water features, art objects and landscape furniture to accomplish functions such as screening, shade, special definition, buffers, erosion control and ornamental enhancement.

LANDSCAPING

The planting and maintaining of live plants and the use of some natural and manufactured materials, including walls, fences and earth berms.

LEGAL LOT OF RECORD

A lot that was created prior to the date of any applicable provision of law that required the lot to be approved as part of a subdivision, or that has been created as part of a subdivision created in accordance with all applicable laws or ordinances, or that has been created by a court order as provided in Section 14-2.1E.1.VII, or for which a certificate of compliance has been issued pursuant to Section 14-2.1E.1.VIIIPlats Containing Special Flood Hazard Area Land. The lot must be shown on a duly recorded plat or other written instrument that adequately describes the lot, that is recorded with the County Clerk, and that documents compliance with this definition.

LEGAL NONCONFORMING LOT

A legal lot of record that fails to conform to the standards of this Chapter for lots, such as the area, dimension or location or access requirements.

LEGAL NONCONFORMING STRUCTURE

A structure or portion of a structure that was lawfully constructed but that fails to conform to the standards of Chapter 14 for structures, such as restrictions on area, lot coverage, height, required yards or other characteristics of the structure or its location on the lotas a consequence of annexation of the structure into the City or as a consequence of adoption of or amendments to Chapter 14.

LEGAL NONCONFORMING USE

A use that was lawfully established, but that fails to conform to the use regulations of this Chapter 14 as a consequence of annexation into the City or as a consequence of adoption of or amendments to Chapter 14.

LICENSEE

A person who has received written permission or a license to undertake an activity regulated by Chapter 14.

LIGHT POLLUTION

The general sky glow caused by the scattering of artificial light in the atmosphere that results in decreased ability to see the natural night sky.

LIGHT TRESPASS

The encroachment of light, typically across property boundaries, causing annoyance, loss of privacy, or other nuisance.

LINEAR FACILITIES

The lines, cables, fibers or any other such carriers that are linear in nature and that are used for the transmission of water, gas, electricity, data, video images, voice images or other such services.

LINTEL

A structural beam spanning over a door or window opening, or a facing, such as architectural terra cotta that appears to be a structural beam.

LIVE CRIB WALLS

A bioengineering method by which box-like structures of interlocking timbers backfilled with alternating layers of soil and branch cuttings are used to stabilize a slope, with roots of cuttings extending into the slope to provide structural support.

LIVE STAKING

A bioengineering method by which plant cuttings are inserted directly into a slope to provide initial slope protection and to strengthen the slope's resistance to erosion and undercutting.

LOADING SPACE

A distinct area logically and conveniently located for bulk pickups and deliveries scaled to the size of the delivery vehicles expected to be used and accessible to such vehicles.

LOADING SPACE, OFF-STREET

The space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used and accessible to such vehicles when required off-street parking spaces are filled.

LONG-TERM BICYCLE PARKING

Bicycle parking that is generally intended for use by residents, employees, or commuters who will park their bicycles for a duration longer than two hours. Long-term bicycle spaces are provided in a sheltered or enclosed location, by means of individual bicycle lockers or multi-user racks in a secured bicycle room or cage.

LOT

A tract, plot or portion of a subdivision or other parcel of land with clearly defined boundaries.

LOT, CORNER

A lot located at the intersection of two or more streets or at the intersection of a common driveway or access road servicing more than one lot. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost point of the side lot lines to the foremost point of the lot, or an extension of the lot where it has been rounded by a street radius, meet at an interior angle of less than 135 degrees. See lots marked AE in the Lot Types diagram.

LOT, DOUBLE FRONTAGE

A lot having its front and rear lot lines coincident with street right-of-way lines.

LOT, INTERIOR

A lot other than a corner lot, with only one frontage on a street other than an alley. See lots marked B in the Lot Types diagram.

LOT, IRREGULAR

A lot, other than a regular lot, not necessarily abutting a public street, that is located, shaped or oriented to adjacent lots in such a way that the usual required yards of this Chapter are impractical and may not be logically determined. See definition of "YARD, SPECIAL".

LOT, REGULAR

A lot abutting a public street that is so located, shaped or oriented to adjacent lots that the required yards of this Chapter may be applied. A regular lot has the location of its front, side and rear required yards determined by and related to adjacent yard patterns.

LOT, REVERSED FRONTAGE

A lot that is at right angles, or approximately right angles, to the general pattern of lots in the area involved. A reversed frontage lot may also be a corner lot or an interior lot, A-D and B-D in the Lot Types diagram, or even, in rare cases, a through lot, which is not illustrated.

LOT, THROUGH

A lot other than a corner lot with frontage on more than one street other than an alley. Through lots with frontage on two streets may be referred to as " double frontage lots". See lot marked C in the Lot Types diagram.

LOT ACCESS DRIVEWAY

A driveway providing access from a lot to a street that the lot does not front on, other than any frontage provided by the driveway, such as occurs with flag lots and common access driveways.

LOT FRONTAGE

The part of a lot abutting the street from which primary access to the lot is obtained.

LOT SIZE

A general term including the various dimensions of the lot such as area, width and depth; or the area of land included within the boundaries of a lot.

LOWEST FLOOR

As used in Section 14-8.3, *Flood Regulations,* means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure usable solely for parking or vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor; provided that such enclosure is built in compliance with the applicable non-elevation design requirement of 44 CFR Section 60.3, the National Flood Insurance Program regulations.

LUMINAIRE

A complete lighting unit, including the lamps, together with the parts required to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

M.

MAJOR ROADWAY SYSTEM

As used in Section 14-7.9, *Impact Fees,* means all major and minor arterials identified on the Santa Fe functional road classifications map within the urban area.

MANUFACTURING

The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products and the blending of materials such as lubricating oils, plastics, resins or liquors.

MARQUEE

An exterior roof-like projection over an entrance or window.

MIXED-USE

The development of a tract of land, building or structure in a compact urban form with two or more different uses, including residential, office, manufacturing, retail, public use, light industrial or entertainment.

MOBILE HOME SPACE

A plot of land within a mobile home park designed for the accommodation of one mobile home or manufactured home.

MOBILE HOME STAND

That portion of the mobile home space intended for occupancy by the mobile home or manufactured home proper, consisting of dimensions to be determined by the size of the unit to be accommodated.

MODULAR HOME

A prefabricated structure built to all applicable building codes and used as a permanent building or dwelling unit that does not have permanent or temporary axles of its own and that is connected permanently to an on-site foundation made exclusively for that modular home or building.

MOUNTAINOUS AND DIFFICULT TERRAIN

Any parcel or portion of a parcel that lies in the area labeled as mountainous and difficult terrain on the official zoning map and where over 25 percent of the square footage of the parcel has an existing slope of over 20 percent.

MULCH

Any material applied to the surface of the soil to decrease moisture loss and control the growth of weeds; organic mulches include bark and wood chips, straw, grass, hay, compost and seed shells and inorganic mulches include rock and gravel.

MUNTIN

The small molding or bar that separates the individual panes of multipaned windows.

N.

NATURAL PERSON

An individual human being, as opposed to an organization of any form or a business entity.

NATURAL SLOPE

The elevation of the ground surface before any grading.

NET LEASABLE AREA

Present or potentially habitable space designed for owner or tenant occupancy and exclusive use.

NEW CONSTRUCTION

As used in Section 14-8.3, *Flood Regulations,* for floodplain management purposes, means structures for which the start of construction commenced on or after the effective date of Ordinance No. 1977-47.

NEW DEVELOPMENT

As used in Section 14-7.9, *Impact Fees,* means the subdivision of land; reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; or any use or extension of the use of land, any of which increases the number of service units.

NONCONTRIBUTING STRUCTURE

A structure, located in a historic district, that is less than 50 years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the Historic district.

NONRESIDENTIAL

All uses not defined as residential.

NOXIOUS WEED

Any living stage, including seeds and reproductive parts, of any parasitic or other plant designated as a noxious weed by the New Mexico Department of Agriculture, including Siberian elm (Ulmus pumila), Russian olive (Elaeagnus angustifolia), tree of heaven (Ailanthus altissima) and salt cedar (Tamarix spp.).

O.

OBJECT

As used in Section 14-4.614-4.6Historic Districts*, Historic Districts,* means the term used to distinguish from structures those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed, for example, sculpture, monuments, boundary markers, statuary and fountains.

OBSTRUCTION

As used in Section 14-8.3, *Flood Regulations,* means any object, structure, embankment, excavation, channel or drainage way that may impede, retard or change the direction of the flow of water, either by itself or by catching or collecting debris carried by water, or that is placed where the flow of water might carry the obstruction downstream to the danger and injury of life or property.

OCCUPANCY

The purpose for which a building is used or intended to be used or the number of people who are allowed to live in a dwelling unitor to occupy an assembly area. Also, the act of occupying or commencing occupation of land or structures.

OFF-STREET PARKING

The area of a lot used for required temporary vehicular parking.

ONE PERCENT CHANCE EVENT

A flood having a one percent chance of being equaled or exceeded in any given year. A one percent chance event is the same as a base flood.

OPEN SPACE

An outdoor area that permanently provides light and air and that satisfies, in whole or in part, the community's visual, psychological and recreational needs.

OPERATING LICENSE

As used in Section 14-5.3C.12, *Short-Term Rental Unit,* means a business license valid for one year, that authorizes the maintenance and operation of a mobile home park.

OPERATOR, SHORT-TERM RENTAL

A person who, with or without a short-term rental permit or registration, rents or offers to rent a short-term rental unit to guests.

OTHER ADVERTISING STRUCTURE

As used in Section 14-4.614-4.6 *Historic Districts,* means a canopy, awning, street clock.

OWNER

With regard to real property, a person who holds fee simple title to real property, or a person acting lawfully on behalf of the person who holds title.

OWNER-OCCUPANT OR RESIDENT OWNER

As used in subsections 14-6.2(A)(5) (Short-Term Rental of Dwelling Units) and 14-6.3(D)(1) (Accessory Dwelling Units) means a natural person who holds fee simple title and resides on the property.

OWNERS' ASSOCIATION

A private nonprofit corporation or similar legal entity of property or condominium owners for the purpose of owning, operating and maintaining various common infrastructure facilities and/or properties.

P.

PARAPET

A building facade that rises above the roof level, typically obscuring a gable or flat roof as well as roof-mounted equipment.

PARCEL

A lot of record or tract of land.

PARKWAY

The part of the street right-of-way lying between the back of the curb and the outer edge of a property, typically including the sidewalk and a planting area for street trees or other living landscape materials between the road and the sidewalk.

PARTY

As used in Section 14-2.1.B.5.IV, *Appeal,* means an applicant, an appellant or the Planning and Land Use Director and all agents and representatives of that person.

PASSIVE RECREATION

Recreational activities that are not dependent on recreational apparatus such as swings, slides, goal posts or backstops and sports that do not comprise organized recreational activities such as baseball, volleyball, football or soccer.

PASSIVE WATER HARVESTING

The collection or storage of precipitation or runoff in surface or in-ground structures with no means of mechanical distribution.

PEDIMENT

The triangular gable end of a classical building, or the same form used elsewhere; the pediment is composed of the tympanum (triangular recessed wall) with a horizontal cornice below and raked cornices at the sides; pediments over openings sometimes have curved tops; the classical pediment has a low roof slope.

PERFORMANCE STANDARD

A set of criteria or limits relating to elements that a particular use or process may not exceed.

PERGOLA

An open grid, supported by rows of columns for growing vines, most often a series of wood beams supporting battens; may be attached to a building or covering a garden walkway/area.

PERMEABLE PAVING

Paving and subgrade that allow surface water to penetrate the paved surface and infiltrate the subsoil.

PERMIT

A document issued by the City that allows a person to begin an activity provided for in Chapter 14.

PERSON

Except where limited to natural persons by definition, context or intent, person includes natural persons, corporations, companies, associations, joint stock companies, associations, firms, partnerships, limited liability companies or other legal entities.

PICKET FENCE

A fence composed of wood pickets, a top and bottom rail, and posts; typically, the pickets are set one to three inches apart.

PLACEMENT

As used in Section 14-5.3I.1, *Electric Facilities,* means installation of electric facilities, but which are not relocation or replacement as defined in this Article, where similar facilities have not previously existed.

PLANNING AND LAND USE DIRECTOR

The director of the land use department or the director's designee.

PLANTING STRIP

An area intended for the placement of landscaping and vegetation, located within the interior of a parking lot, or within parkways located along street right-of-way edges, typically between the back of the curb and the inside edge of the sidewalk.

PLAT

The map, chart, survey, plan or replat certified by a professional land survey or that contains a description of subdivided land with ties to permanent monuments.

POLE

As used in Section 14-5.3I.1, Electric Facilities*,* means steel, wood or other material placed in the ground to hold associated insulators, braces and other attachment hardware for electric service.

PORCH

A roofed space outside the main walls of a structure at street or first floor level, which has a depth of not less than four feet from the outside face.

PORTAL

A long porch or portico with roof, supported by vertical posts.

POTABLE WATER

Water that is suitable for consumption by humans.

PREEXISTING TOWERS AND PREEXISTING ANTENNAS

As used in Section 14-5.3I.3, *Telecommunication Facilities,* any tower or antenna for which a construction permit has been issued prior to the effective date of this section, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired and including towers and antennas given interim approvals during the pendency Section 14-5.3I.3, and not found by the Governing Body to be contrary to the purposes of Section 14-5.3I.3.

PREMISES

A lot or combination of contiguous lots developed or approved for development as a unified complex of structures or uses, such as a planned unit development or a commercial or industrial center with common parking or access easements, regardless of whether the lots are held in single ownership and the buildings, structures or other appurtenances on the lots.

PRESERVATION

The act or process of applying measures to maintain and sustain the existing form, integrity and material of a building, structure or district and the existing form of a site.

PRESIDING OFFICER

The person elected or appointed to direct the conduct of a public hearing. The presiding officer of a committee is the chairperson; the presiding officer of the Governing Body is the Mayor or Mayor pro tempore.

PRIMARY FAÇADE

One or more principal faces or elevations of a building with features that define the character of the building's architecture.

PRINCIPAL

Primary or predominant, as applied to a use or structure, as distinguished from secondary or accessory.

PRIVATE OPEN SPACE

Open space adjoining each dwelling unit, designed to provide privacy and having one or more points of ingress to the residence.

PROFESSIONAL ENGINEER

A person licensed by the state to practice engineering.

PROFESSIONAL LAND SURVEYOR

A person licensed by the state to practice land surveying.

PROJECT

As used in the context of architectural design review, means all new exterior construction, except for maintenance, minor repairs, restoration and temporary structures, submitted to the City under a single application. See Section 14-7.3, Architectural Design Review.

PROPERTY

A parcel or parcels of land commonly owned and contiguous, excluding streets and rights-of-way.

PUBLIC BENEFIT USE

Public parks, playgrounds, trails, paths, courtyards or other recreational areas and other public open spaces; scenic and historic sites; and property used by a nonprofit or charitable organization.

PUBLIC IMPROVEMENTS AND QUASI-PUBLIC IMPROVEMENTS

Certain improvements with a life expectancy of ten or more years and that will be used by the public or used in common by owners of lots within a subdivision, or used in common by owners or tenants of a commercial or multiple-family residential development. Public and quasi-public improvements include infrastructure, emergency access and fire suppression, terrain management improvements including revegetation and site restoration, storm drainage facilities and landscaping of common areas as determined by the Planning and Land Use Director in accordance with written policies. Infrastructure that will be dedicated to the City or another government agency, to a public utility company or to an owners association is also included. See Section Article 14-6, Infrastructure Design, Improvement, and Dedication Standards.

PUBLIC RIGHT-OF-WAY

The total area of the land deeded, reserved by plat or otherwise acquired by the City, the county or the state primarily for the use of the public for the movement of people, goods and vehicles and for the installation and maintenance of public utilities or drainage ways.

PUBLIC UTILITY

An agency that, under public franchise or ownership or under a certificate of convenience and necessity, provides the public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or similar service.

PUBLICLY VISIBLE

The portion of a structure visible from a public street, way or other area to which the public has legal access; and provided that to be publicly visible, a structure need not be adjacent to a public street or way or area to which the public has legal access.

PUMICE WICK

An artificial in-ground trench or other volume of porous rock that stores water for plant material use.

Q.

QUALIFIED PROFESSIONAL

As used in Section 14-7.9, *Impact Fees,* means a professional engineer, professional land surveyor, financial analyst or planner who provides services within the scope of his license, education or experience.

QUALIFYING PROJECT

R.

RAIN BARREL

A small above-ground storage tank, typically 25 to 200 gallons, that collects and stores roof runoff from canals, downspouts or other sources.

RANCH STYLE ROOF

A type of pitched roof with two sloping planes with a pitch less than a six-inch vertical rise in a 12-inch horizontal run.

RECONDUCTOR

As used in Section 14-5.3I.1, *Electric Facilities,* means to increase the capacity of a line by removing the existing conductor and replacing it with a larger size conductor that will be operated at the same voltage.

RECONNAISSANCE

A visual examination of land surfaces that are to be disturbed, and archival research of that property.

RECONSTRUCT

Substantially replace a structure or portion of a structure.

RECREATION FACILITY

A City-owned facility used for public recreation, including active or passive recreation and sports, playgrounds and trails.

RECREATIONAL VEHICLE

A vehicular-type portable structure without permanent foundation that can be towed, hauled or driven and that is primarily designed as temporary living accommodation for recreational, camping or travel use and includes travel trailers, truck campers, camping trailers and self-propelled motor homes.

REFRAMING

As used in Section 14-5.3I.1, *Electric Facilities,* means work on a pole or electric structure that involves replacing structural members, improving clearances, and other maintenance, replacement or retrofits on existing poles or electric structures.

REHABILITATION

To repair an existing building to good condition with minimal changes to the building fabric; may include adaptive use, restoration.

RELOCATION

As used in Section 14-5.3I.1, *Electric Facilities,* means removal of existing electric facilities and reinstallation of those facilities or new similar facilities in a new location not more than 50 feet distant from the original location.

REMODELING

A change, including a reconstruction, in an architectural feature of a structure; provided that remodeling does not include the construction of additions.

REPAIR

Fixing a deteriorated part of a building, structure, or object including a mechanical or electrical system or equipment, so that it is functional; may involve replacement of minor parts. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

REPLACEMENT

As used in Section 14-5.3I.1, *Electric Facilities,* means removal of existing facilities and installation of new similar facilities in a location as close as practicable to the original location.

RESIDENTIAL

Term used to describe occupancy, structures or districts primarily intended for or restricted to development and use for dwelling units. It does not include hotels or motels.

RESIDENTIALLY ZONED PROPERTY

Those zones within Santa Fe that primarily permit accommodation of residential housing, including: RR, R-1 through R-6, R-7, R-8, R-9, R-10, R-12, R-21, R-29, R-7-I, RC-5, RC-8 and RAC districts and tracts of land designated by a PRC district master plan or other master plan for residential use.

RESTORATION

The replication or reconstruction of a building's original architectural features.

RESUBDIVISION

The adjustment of platted lot lines to increase or reduce the size of contiguous lots, but not to less than the minimum standard size required by the City, or changing the shape of contiguous lots, commonly known as a lot line adjustment; or combining contiguous lots, commonly known as a lot consolidation. Resubdivision must result in the same or a fewer number of lots.

RETAIL STRUCTURE

A structure housing one or more retail establishments.

RETAIL TENANT

For the purposes of determining the applicability of special requirements that apply to large-scale retail establishments with single retail tenants greater than 75,000 gross square feet or, for the purposes of determining the applicability of the 150,000 gross square foot floor area maximum, means a single retail establishment that shares check stands, management, a controlling ownership interest and storage areas, for example, a plant nursery or a grocery store associated with a general merchandise store, such as a home improvement store.

RETENTION

The storage of stormwater or other runoff in a facility that empties solely by infiltration or evaporation and does not have an engineered outlet structure.

RIGHT-OF-WAY

The total area of land deeded, dedicated by plat or otherwise acquired by a governmental unit or private organization primarily for the use of the public for the movement of people, goods and vehicles or by a public or private organization primarily for the installation and maintenance of utilities or by a railroad primarily for the laying of its tracks.

ROAD CAPACITY

The maximum traffic flow obtainable on a given roadway, using all available lanes, usually expressed in vehicles per hour or vehicles per day.

ROADWAY FACILITIES

As used in Section 14-7.9, *Impact Fees,* means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the City or county. For the purposes of Santa Fe's road impact fees, roadway facilities are limited to the major roadway system.

ROOF LEVEL URBAN FARM

The use of a roof for urban agriculture for commercial purposes, whether for profit or non-profit.

ROOF MOUNTED ANTENNAS

As used in Section 14-5.3I.3, *Telecommunication Facilities,* includes a telecommunications facility placed on a rooftop through gravity mounts or other surface attachments.

ROOFTOP APPURTENANCE

Skylights, air conditioning units, solar collectors, stairwells, vertical transportation or other roof-mounted mechanical, electrical or communications equipment.

RUNOFF

The water from natural precipitation that flows over the surface of the land and does not percolate into the soil.

S.

SCALE

The relationship of the parts of a building, structure, block or district to each other, to the whole and to the human figure.

SCREENING

A visual barrier composed of suitable live plant material or other natural or artificial materials.

SECTOR PLAN

A plan for an area with multiple ownership, prepared with the participation of the residents and property owners, neighborhood associations if any are included in the area, the City and the county and including a plan for road improvements, land uses, land use intensities, schools and parks and drainage. When adopted by the Governing Body, a sector plan is incorporated into the General Plan.

SERVICE AREA

As used in Section 14-7.9, *Impact Fees,* means an area within the corporate boundaries or extraterritorial jurisdiction of the City or the boundaries of the county to be served by the capital improvements or facility expansions specified in the capital improvements plan that is designated on the basis of sound planning and engineering standards. The service area for the City's road, traffic signal, neighborhood park, regional park and fire and police impact fees is the area within the corporate boundaries of Santa Fe as well as unincorporated areas within the urban area as set forth in the General Plan.

SERVICE ESTABLISHMENT

A business, other than a home occupation, that is primarily engaged in providing services, including personal, business, repair and amusement services; health, legal, engineering and other professional services; educational; membership; and other miscellaneous services.

SERVICE UNIT

As used in Section 14-7.9, *Impact Fees,* means the standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions. The service unit for road and traffic signal impact fees is average daily vehicle-miles of travel. The service unit for neighborhood and regional park impact fees is equivalent dwelling units. The service unit for fire and police impact fees is square feet, which are measured in terms of heated living area for residential uses and gross floor area for nonresidential development.

SETBACK

The minimum distance prescribed between the nearest point of a structure and a lot line.

SFHP

As used in Section 14-7.2, the Santa Fe Homes Program (SFHP), further described in Chapter 26, *Housing.*

SFHP DEVELOPMENT

A tract of land or any improvements on the tract that are subject to a SFHP agreement.

SFHP UNIT

A dwelling unit required to be provided on site by a SFHP developer or a SFHP property owner to satisfy the SFHP requirements.

SHIELDING

That portion of a luminaire that ensures that no light rays are emitted above the horizontal plane running through the lowest point of the luminaire where light is emitted.

SHORT-TERM BICYCLE PARKING

Bicycle parking that is generally intended for transient users of a facility, typically for a brief duration up to several hours, provided outdoors in a parking lot, or along a sidewalk, by means of bicycle racks.

SHOT CLOCK

As used in Section 14-5.3I.3*, Telecommunication Facilities,* means the amount of time allowed to process various forms of wireless communication review requests. The allotted timeframes are established in federal law by the Federal Communications Commission, and allow for no extension, unless agreed by applicant. The shot clock starts when WCF application is deemed complete. The shot clock resets if an applicant is notified of an incomplete application within the timeframe described in Section 14-5.3I.3. Resetting the shot clock is known as "tolling."

SIGN

Includes every sign, billboard, ground sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee, banner, awning, canopy and street clock and includes any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when it is placed out-of-doors or in view of the general public, including outdoor electric lights placed in trees, shrubs or other types of vegetation.

SIGN AREA

The net geometric area enclosed by the sign, including all elements such as borders or frames or perforated or solid background, but not including projected area or structural supports for ground signs, unless it is designed in such a manner as to form an integral part of the background of the display.

SIGN, BUILDING MOUNTED

A sign mounted on a building and includes canopy sign, marquee sign, projecting sign, roof sign and wall sign.

SIGN, CANOPY

A sign mounted under and supported by a permanent awning, arcade or portal.

SIGN, DIRECTIONAL

A sign used only for the purpose of indicating the location or direction of an object, place or area and containing no advertising.

SIGN, ELECTRONIC MESSAGING

An electronic changeable copy sign, an electronic graphic display sign, or video display sign as follows:

1. Electronic Changeable Copy Sign. A signor portion thereof that displays electronic, non-pictorial, text information in which each alphanumeric character, graphic, or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic display.
2. Electronic Graphic Display Sign. A signor portion thereof that displays electronic, static images, static graphics or static pictures, with or without information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixalization or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor controlled electronic or digital displays. Electronic graphic display signs include projected images or messages with these characteristics onto buildings or other objects.
3. Video Display Sign. A sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes, not including electronic changeable copy signs. Video display signs include projected images or messages with these characteristics onto buildings or other objects.

SIGN FACING OR SURFACE

The surface of the sign on, against or through which the message is displayed or illustrated.

SIGN, FREESTANDING

A signor sign structure that is permanently affixed to the ground supported by uprights or braces placed upon the ground and that is not attached to a building or other structure.

SIGN, HANGING

A sign that is not supported by any means from the ground or sidewalk and that is fastened to or suspended from a structure.

SIGN HEIGHT

The vertical distance from grade to the highest point of the sign.

SIGN, ILLUMINATED

An illuminated sign that has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as a part of the sign proper.

SIGNS, NUMBER

For the purpose of determining the number of signs, a single display surface or display device containing elements organized, related and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements or where there is reasonable doubt about the relationship of elements, each element shall be considered a single sign.

SIGN, PORTABLE

A movable sign structure not permanently attached to the ground or to any other structure.

SIGN, PROJECTING

A sign that is attached to a structure and extends beyond the line of the structure.

SIGN, ROOF

A sign painted, erected or constructed wholly upon or over the roof of a building and supported solely on the roof structure.

SIGN, SANDWICH

A sign that rests on the ground and consists of two sign faces attached at the top, with the sides of the sign forming a triangle and the base of the triangle forming the baseline of the sign.

SIGN, TEMPORARY

A sign that relates to an event, function or activity of a specific, limited duration, including flags, banners, pennants and similar paraphernalia.

SIGN, WALL

A sign that displays a single advertising surface and is painted on or attached to and erected parallel to the face of the outside wall of a building and supported by the wall,

fence or building. Wall signs includes flat signs, signs with projecting letters attached to a wall or a painted signboard attached securely to a wall.

SIGNIFICANCE

The determination of the potential value of an archaeological site to increase the knowledge of the prehistory or history of Santa Fe, as set forth in Section 14-2.1G.1, Archaeological Clearance Permit.

SIGNIFICANT STRUCTURE

A structure located in a historic district that is approximately 50 years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant for its association with events or persons that are important on a local, regional, national or global level; or if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

SIGNIFICANT TREE

A deciduous tree of six-inch caliper or greater or an evergreen tree eight feet or greater in height.

SLOPE

An inclined ground surface, expressed in terms of measures of horizontal distance to measures of vertical distance or percent of vertical component to horizontal component.

SLUMP BLOCK

A concrete block unit that is removed from the mold before it has a chance to completely set. This causes the concrete block to keep a slumped appearance like adobe brick. Slump block can be either structural and non-structural.

SMALL CELL FACILITY

As used in Section 14-5.3I.3*, Telecommunication Facilities,* means a wireless service facility that meets the following qualifications:

1. Is mounted on structures 50 feet or less in height including their antennas; or
2. Is mounted on structures no more than 10 percent taller than other adjacent structures; or
3. Does not extend existing structures on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
4. Each antenna associated with the deployment, excluding associated antenna equipment is no more than three cubic feet in volume. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

SOIL AMENDMENT

Material added to improve the fertility, permeability or water storage capacity of soil.

SOILS ENGINEERING REPORT

A report prepared by a professional engineer indicating the nature, distribution and strength of existing soils; conclusions and recommendations for grading procedures; design criteria for corrective measures when necessary and opinions and recommendations covering adequacy of sites to be developed by the proposed grading.

SPECIAL FLOOD HAZARD AREA

The land in the floodplain within the City that has a one percent or greater chance of flooding in any given year. For the City, the special flood hazard area may be further defined as floodway and flood fringe, where applicable.

SPRINGLINE

The point where the curved portion of a tunnel roof meets the top of the wall.

START OF CONSTRUCTION

As used in Section 14-8.3, *Flood Regulations,* and for other than new construction or substantial improvements under the federal Coastal Barrier Resources Act (Pub. L. 97-348), means the date the construction permit is issued; provided that the actual start of construction, repair, reconstruction, placement, or other improvement is within one hundred eighty days of the permit date. The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing and grading; installation of streets or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; or the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not as part of the main structure.

STATE

The state of New Mexico.

STATUS OF A PROPERTY/STRUCTURE

Classification of the importance of a property, building, structure or object owing to its involvement with a significant event, person, or time period, or as an example of a past architectural style. Pursuant to Section 14-4.6C.2, Structures within historic districts may be designated a status of "significant," "contributing," or "noncontributing" based upon the definitions of these terms in this Article.

STORM DRAINAGE FACILITIES

Includes drainage courses, constructed channels, underground storm sewers, streets, drop inlets, detention basins and other drainage improvements.

STORY

The division of a building comprising the space between two successive floors above ground level.

STREET

A right-of-way dedicated to public or private use to provide primary vehicular and pedestrian access to adjoining properties and is any public thoroughfare and the approach to a public thoroughfare, the boundaries of which extend to the abutting property line.

STREET FRONTAGE

The length of the boundary of the premises abutting the street.

STREET TREE

A tree that is planted within or along a street right-of-way, and that can be pruned for pedestrian clearance where appropriate.

STREET WIDTH

The area of street within which vehicles are permitted, including travel lanes and parking areas, but not including shoulders, curbs, sidewalks or swales.

STREETSCAPE

The visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics.

STRUCTURAL TRIM

The moldings, battens, cappings, nailing strips, latticing and platforms that are attached to a sign structure.

STRUCTURE

Anything that is constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground, including buildings, mobile homes, walls, fences, swimming pools, spas, tennis courts, signs, flag poles, microwave satellite receiving dishes, TV antennas and communication devices.

STUCCO

Plaster applied on the exterior of a building, composed of lime and sand, and sometimes various cements; types include lime stucco, Portland cement stucco; finishes include bastard stucco, pebble-dash, roughcast, rough stucco, slab plastering, spatter-dash, tabby, troweled stucco.

STUCCO, CEMENTITIOUS

Plaster applied on the exterior of a building; composed of lime and sand, and various cements.

STUCCO, ELASTOMERIC

Plaster applied on the exterior of a building; composed of acrylic resins and polymers, and can contain sand to give it a more defined look.

STUCCO, SYNTHETIC

Plaster applied on the exterior of a building; composed of a polymer-based or acrylic cement base coat, and a topcoat finish.

STUCCO MESH

A type of wire or fiberglass cloth used as lath for stucco.

SUBDIVIDE

To divide land into two or more parts by platting or by metes and bounds description to:

5. Sell for building purposes;
6. Laying out a municipality or any part of a municipality;
7. Adding to a municipality;
8. Laying out suburban lots; or
9. Resubdivide.

SUBSTANTIAL IMPROVEMENT

As used in Section 14-8.3, *Flood Regulations,* means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure, either before the improvement or repair is started or, if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

SUBSTANTIALLY DAMAGED

As used in Section 14-8.3, *Flood Regulations,* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIVE CHANGE

As used in Section 14-4.6*, Historic Districts,* means a change to a property in the historic districts or a landmark property outside the historic districts that requires review and approval by the historic districts review board.

SUBSTATION

As used in Section 14-5.3I.1, *Electric Facilities*, means facility equipment that switches, changes, or regulates electric voltage. An electric power station that services as a control and transfer point on an electrical transmission system. Substations route and control electrical power flow, transform voltage levels, and serve as delivery points to industrial customers.

SUBSURFACE AREAS

Areas within a structure, the floor of which is at least six feet below average finished grade.

SUSTAINABLE

The ability of a system to maintain processes, functions and productivity over time using a defined quantity of resources.

SWALE

A shallow excavation constructed perpendicular to overland flow direction to detain stormwater runoff, keeping it on-site and allowing it to infiltrate.

SWITCHING STATION

As used in Section 14-5.3I.1, *Electric Facilities,* means facility equipment used to tie together two or more electric circuits through switches. The switches are selectively arranged to permit a circuit to be disconnected or to change the electric connection between the circuits.

T.

TANK

An artificial reservoir for storing water, often above ground.

TELECOMMUNICATIONS OWNER

Includes every person that directly or indirectly owns, controls, operates or manages plant, equipment or property within the City, used or to be used for the purpose of offering telecommunication service.

TELECOMMUNICATION SERVICES

The providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points excluding only cable services.

TELECOMMUNICATIONS PROVIDER

Includes every person who provides telecommunication service over telecommunications facilities without any ownership or management control of the facilities.

TEMPORARY FACILITIES

As used in Section 14-5.3I.1, *Electric Facilities,* means electric facilities and distribution facilities used to provide service for less than one year.

TEMPORARY STRUCTURE

A structure erected for a specific purpose, which is removed when the designated time period, activity or use for which it was erected has ceased.

TEMPORARY USE

A use that is established for a limited and fixed period of time with the intent to discontinue the use upon the expiration of the delineated time period.

TOPSOIL

The uppermost part of a soil, ranging in depth from three to six (6) inches, that can sustain vegetation and is free of caliche, trash or toxic materials.

TOWER

As used in Section 14-5.3I.3, *Telecommunication Facilities,* means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas used for telecommunications services, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, and the like. The term includes the structure and any support thereto.

TOWER ALTERNATIVE

As used in Section 14-5.3I.3, Telecommunication Facilities*Telecommunication Facilities,* means manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

TOWNSCAPE

The interrelated elements of the urban landscape, including the physical setting, street patterns, watercourses, vegetation, building placement, building height, scale, wall types and prominent views.

TOWNSCAPE STANDARDS

As used in the BCD, means the specific requirements within a townscape subdistrict that provide for:

1. Maximum height of structures;
2. Maximum lot coverage;
3. Building placement and yard requirements;
4. Minimum open space requirements;
5. Landscape treatment;
6. Height of walls and fences;
7. Placement of parking;
8. Curb cuts; and

9. Portals.

TRACT

An area for which a single project is proposed.

TRANSIENT LODGING

A stay of fewer than 30 consecutive days.

TRANSMISSION EQUIPMENT

As used in Section 14-5.3I.3, *Telecommunication Facilities,* means a wireless communications facility including any structure supporting or housing the wireless communications facility or its equipment that has been reviewed, approved and lawfully constructed, in accordance with all requirements of applicable law as of the time it was built, when the relevant eligible facilities request is filed. The term includes a structure supporting or housing a wireless communications facility even if the structure was not built for the sole or primary purpose of providing such support. The term does not include a structure that does not support or house a wireless communications facility at the time the relevant eligible facilities request is filed.

TRANSMISSION FACILITIES

As used in Section 14-5.3I.1, *Electric Facilities,* Electric Facilitiesmeans the network of high-voltage lines, transformers, and switches used to move electrical power from generators to the distribution system. Also used to interconnect different utility systems and independent power producers into a synchronized network. Transmission is considered to end when the energy is transformed for distribution to the customer.

TRANSPORTATION TERMINAL

A station where transportation services are provided to the public, primarily transportation of persons as opposed to freight, to a regional area, including the City, or serves as a junction to points outside the City for the conveyance of passengers as a commercial enterprise.

TREATMENT

A plan for the recovery or protection of discovered cultural remains at those archaeological sites that are considered significant, including proposed excavation or preservation methods, proposed analysis techniques and plans for the final disposition of artifacts recovered.

TRELLIS

A framework or lattice that supports a climbing vine.

TROMBE WALL

A masonry wall that absorbs and stores solar energy to heat a building, usually made of stone, concrete, or adobe. Trombe walls usually have a dark, heat-absorbing coating on the outside and a single or double layer of glass on the inside.

U.

UNDERGROUND SYSTEM

As used in Section 14-5.3I.1, *Electric Facilities*Electric Facilities*,* means a system of underground primary and/or secondary distribution cables which may have transformers, terminal boxes, switching devices and other facilities necessarily appurtenant to such a system on the surface, or any portion thereof.

UPGRADE

As used in Section 14-5.3I.1, *Electric Facilities*Electric Facilities*,* Electric Facilitiesmeans to rebuild, improve, or increase the voltage or current carrying capability of an electric transmission line, switching station, or substation.

URBAN AGRICULTURE

The use of a lot for the cultivation of agriculture, composting, aquaponics, aquaculture, and/or hydroponics for commercial purposes.

USDA CLASSIFICATION ZONE

A United States Department of Agriculture system of plant hardiness classifications grouped by the ability to withstand defined temperature ranges.

USED OR OCCUPIED

Includes "intended, designed or arranged to be used or occupied".

UTILITY EASEMENT

An easement acquired, established, dedicated or devoted for public utility purposes.

UTILITY PROVIDER

As used in Section 14-5.3I.2, *Underground Electric and Cable Utility Lines,* Underground Electric and Cable Utility Linesmeans electric or cable service providers or their contractors constructing electric, telecommunication or cable utility lines.

UTILITY SHED

A prefabricated, one-story, detached accessory structure constructed of light material and used as a tool shed, play house or other suitable purpose; provided that the projected roof area shall not exceed 120 square feet.

V.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT

A person who is licensed as a vertically integrated microbusiness and authorized to act as any of the following:

10. A cannabis courier;
11. A cannabis manufacturer;
12. A cannabis producer; or
13. A cannabis retailer.

VIEWLINE

As used in Section 14-4.4, *Escarpment Overlay District*, means either the boundary between the Ridgetop Subdistrict and Foothills Subdistrict or the delineated portion of the boundary of the Ridgetop Subdistrict if there is no contiguous Foothills Subdistrict, as shown on the City's official Escarpment Overlay District maps.

W.

WALL

A constructed solid barrier of concrete, stone, brick, tile, wood or similar material that borders or is constructed within a field, lot and that limits visibility and restricts the flow of air and light; or the wall of a building or other enclosed structure.

WAIVER

As used in Section 14-8.3C, Development in Special Flood Hazard Areas*Development in Special Flood Hazard Areas,* and Section 14-8.3, *Flood Regulations,* a waiver to flood regulations is equivalent to a variance to National Flood Insurance Program regulations.

WARM SEASON GRASS

Grass that requires moderate or infrequent applications of water throughout its life, such as blue grama, buffalo and other grass species.

WATER FEATURE

An ornamental water structure used in a landscape, including fountains, streams, and ponds.

WATER HARVESTING

The capture and use of precipitation from surfaces such as roofs, roads, parking lots and landscapes for plant irrigation, soil recharge or the collection and storage for future use.

WATER SURFACE ELEVATION

As used in Section 14-8.3, *Flood Regulations,* means the height, in relation to the national geodetic vertical datum (NGVD) of 1929, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

X.

XERISCAPE

A water conserving landscape, emphasizing the use of drought tolerant plant material and efficient watering systems. The principles of xeriscape include planning and design, appropriate choice of plants, soil analysis, efficient irrigation, practical and limited use of turf, mulching and proper maintenance.

Y.

YARD

The substantially open area adjacent to a property line; see " yard, required."

YARD, FRONT

The part of a lot on the lot frontage side between the front lot line and the closest part of the perimeter of a structure on the lot, extended to both side lot lines.

YARD, REAR

The part of a lot opposite the lot frontage side between the rear lot line and the closest part of the perimeter of a structure on the lot, extended to both side lot lines.

YARD, REQUIRED

A required unoccupied, unobstructed open space adjacent to a property line.

YARD, SIDE

The part of a lot between the side lot lines and the closest part of the perimeter of a structure on the lot, extending from front to rear lot lines.

YARD, SPECIAL

In the case of an irregular lot, a yard required to perform the same functions as a front, side or rear yard, but adjacent to the lot line so placed or oriented that the standard requirements are not clearly applicable. In such cases, the Planning and Land Use Director shall require a special yard with minimum dimensions as would apply for a comparable front, side or rear yard in the district. Such determination shall be based on the relation of the lot in question to the adjoining lots with due regard to the orientation and location of required yards, structures and buildable areas on the lots.

YARD, STREET

The yard or required yard adjoining a street.

Z.

ZERO LOT LINE

The location of a building wall on a side or rear lot line.

Article 14-10 Styles Template

14-10.1 Heading 2

Body Text 2

A. Heading 3

Body Text 3

1. Heading 4

Body Text 4

I. Heading 5

Body Text 5

a. Heading 6

Body Text 6

1. Heading 7

Body Text 7

i. Heading 8

Body Text 8

(a) Heading 9

Body Text 9

14-10.2 Heading 2

A. List 2

1. List 3
   I. List 4
      a. List 5
         1. List 6
            i. List 7
               (a) List 8

14-10.3 Heading 2

A. Heading 3

1. List 3
2. List 3
3. List 3
4. List 3

B. Heading 3

1. Heading 4
   I. List 4
   II. List 4
   III. List 4
2. Heading 4
   I. Heading 5
      a. List 5
      b. List 5
   II. Heading 5
      a. Heading 6
         1. List 6
         2. List 6
      b. Heading 6
         1. Heading 7
            i. List 7
            ii. List 7
         2. Heading 7
            i. Heading 8
               (a) List 8
               (b) List 8
               (c) Heading 9

ii. Text
iii. Text

14-10.4 Definitions

DEFINITION HEADER

Definition Entry

DEFINITION HEADER

Definition Entry

DEFINITION HEADER 2

14. Definition List
15. Definition List.
16. Definition List.

DEFINITION HEADER 2

Definition Entry 2

f) Definition List 2
g) Definition List 2

SFNM colors as text

Midnight blue – HEX 2F3D76
Light Green – HEX 3E593A
Light Sky Blue – HEX CEDFF3
Cream – HEX FAF0DE

FIR No. 10683

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Phase 1 of the Land Development Code update

Sponsor(s): Mayor Webber and Councilor Cassutt,

Reviewing Department(s): Planning and Land Use, City Attorney

Staff Completing FIR: Margaret Moore **Date:** 10/3/2025

Phone: 505-490-5930

Reviewed by City Attorney: Erin McSherry **Date:** 10/03/2025

Erin McSherry (Oct 3, 2025 21:49:25 MDT)

Reviewed by Finance Director: _____ **Date:** _____

Summary:
This bill repeals Chapter 14 of SFCC 1987 ("Land Development Code") and replaces it, as Phase 1 of the Land Development Code update. After a competitive RFP process (22/22/P), the City entered into a professional services agreement with Clarion Associates to draft Phase 1A and 1B of the Land Development Code Update. Clarion conducted public engagement and constituent outreach and laid the groundwork for comprehensive overhaul of the Chapter 14 for an updated version of the Code that addresses conflicts with other existing laws and will result in a more user-friendly and accessible land development code for the City. In enacting this legislation, the Governing Body will accomplish the goals of the contract and prepare the City to embark on Phases 2 and 3 of the Land Development Code Update.

Departments Affected:
Community Development (Planning and Land Use, Office of Affordable Housing), Public Works, Utilities Department

Consequences of Not Enacting Legislation:
Not adopting the legislation would leave in place a version of the Chapter 14 that is nearly forty (40) years old, which contains internal inconsistencies and conflicts with other laws, and is hard to understand for many users.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Not applicable.

Performance and Administrative Implications:
The legislation would update Chapter 14 to conform with state and federal law, remove conflicting provisions, and improve the organization and usability of Chapter 14. The update adds certain definitions,

uses, and images, clarifies terms and approval processes, and improves the Chapter's overall organization and structure. These improvements will enhance the Planning and Land Use Department's administration and enforcement of the code and is intended to improve the public's understanding of the requirements of Chapter 14.

Fiscal Implications:

The legislation does not require new positions, increases in fees, or other increased costs. If anything, the updated code should improve the City's efficiency in administration and enforcement, allowing staff to assist constituents more efficiently.

Fiscal Impact

(see above, fiscal implications) Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative

Some evidence in this case has been redacted to protect potential victims and obscure sexually explicit content. If you would like an unredacted copy, please contact the city at planning@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 27, 2025

To: Finance Committee

From: Maggie Moore, Assistant Land Use Director MRM

Via: Andrea Phillips, Deputy City Manager ANDREA PHILLIPS
Elisa Montoya, Community Development Director
Heather Lamboy, Planning and Land Use Director

RE: Request for Issuance of a Cease-and-Desist Order to close Chinese Massage LLC, 4985 Airport Road, Unit B, Yufang Bao, Operator/Owner, (571)392-0740. Code Enforcement Case# 2025-4553, Violation of SFCC 18-1.7 *Notice of violation; penalty*, operating without a business license and in a manner contrary to the public welfare. (Maggie Moore, Assistant Land Use Director, mrmoore@santafenm.gov)

EXECUTIVE SUMMARY:

On March 19th, 2025, members of the City's Enforcement Division ("Staff") inspected 4985 Airport Road, Suite B (the "Property"). The main entrance was locked, but Staff were welcomed into the property by Fengying Wu, the then-owner and operator of Fengying Spa, LLC, operating as "East Asian Massage Spa". There were no other individuals present, and Ms. Wu is not a licensed massage therapist. Staff informed Ms. Wu of the requirements for a valid business license, that the license must be issued to the Property, that licensed massage therapists must be employed, that primary entrances and exits must remain unlocked when the business is open, and directed her to apply online for a business license.

At the time of the March 19th inspection, Ms. Wu had an "Out of Jurisdiction" business license addressed to 3620 Wyoming Blvd NE, Albuquerque, but no business license to operate at 4985 Airport Road Unit B. An out-of-jurisdiction license allows contractors or other professionals to conduct business in the City of Santa Fe, without a "brick and mortar" location, allowing electricians or plumbers from outside the city limits to perform work in Santa Fe without a physical office location. Any business operating out of a physical location within the city limits must obtain a business license for that location.

On March 27, 2025, Ms. Wu applied for a business license for the Property, submitted a copy of a New Mexico Taxation and Revenue Department Registration Certificate for Fengying Spa (GRT#03589516000), and included the New Mexico driver's license and massage therapy license for Ms. Jane Oberg as part of her application. Staff contacted Ms. Oberg, who resides in Albuquerque, to confirm that she intended to perform massage therapy at the Property. Ms. Oberg told Staff that she had no intention of working at the Property as a massage therapist, but had given her driver's license and massage therapy license to Ms. Wu because she was Ms. Oberg's acquaintance and insurance client. Staff placed the application on hold pending further investigation and revisions by the applicant. The applicant took no further action to correct the deficiencies in the application.

City business license records indicate that several massage parlors have operated at the Property under various names and ownership since 2015, including "Xu Xu Spa" owned by Guifan Xu; "Lui Spa" operated by Fengying Wu; "Fengying Spa, LLC", operated by Fengying Wu and Qiumin Liu; "ShanShan Lui, LLC, operated by Bob Healey Jr and Qiumin Lui. While the property still does not have a business license, Staff understands the current owner/operator of the business is Ms. Yufang Bao, who registered Chinese Massage LLC on June 19, 2025, with the Secretary of State's Office.

On June 17, 2025, Staff conducted a follow-up inspection of the Property. Upon the initial approach in a City vehicle, staff witnessed that the "open" lights were on, but by the time they approached the front door on foot, the lights had been turned off, the main entrance was locked, and no one answered the door. Staff went around to the rear of the property and interacted with a tenant of 4985 Airport Rd Unit A, who shared concerns about suspicious activity at the Property related to the massage business. This same individual wrote an email to Staff on August 2, 2025, to report continued activity at the Property, with cars visiting the location at unusual hours and inappropriate and suspicious activity.

On August 29, 2025, Vidal Garcia issued a violation notice (see Code Case# 2025-4553), which was posted on the property and sent via certified mail to the business owner (Yufang Bao) and the property owners (L-Fam Partnership LLC Tim Layden and William and Elizabeth Layden, Santa Fe, NM). The notices established a compliance date of October 6th and Finance Committee hearing date of October 27, 2025.

Since the notice was issued the city has not received an application from Ms. Bao or any other person associated with the property. Additionally, evidence gathered by the Department indicates that the Property is operating in a manner contrary to the public welfare (see Online Advertisements).

Per SFCC 18-1.8 *Enforcement; hearing; cease and desist order*; staff requests that the Finance Committee issue a cease and desist order closing the business, Chinese Massage, LLC at 4985 Airport Road, Yufang Bao, owner/operator.

BACKGROUND:

Illicit massage businesses (IMBs) commonly known as "massage parlors" have become ubiquitous across the country, within the state of New Mexico, and in our community. Research finds an estimated 9,000-plus of these businesses operate in every state in the country, with earnings totaling nearly $2.5 billion per year.[1] Staff research of business license records and online advertising indicates there are as many as twenty (20) IMBs operating within the city of Santa Fe, some with valid business licenses, expired licenses or without the requisite business license. The State of New Mexico, through the Massage Therapy Board oversees the practice of individuals who use the title of massage therapist or otherwise represent themselves to be massage therapists, and massage therapy schools. The State and the Board do not regulate businesses that use the title of massage or otherwise represent themselves as massage businesses.

Acts of prostitution have a long history of concealing themselves behind the label of massage. While there may be some individuals who choose to sell sex under the guise of massage therapy, evidence suggests that thousands of women engaging in commercial sex in illicit massage businesses are victims of human trafficking. Corporate secrecy laws that obscure ownership make it nearly impossible to identify the organized crime networks and traffickers behind these operations[2]. Traditional law enforcement approaches are resource intensive and often focus on the women engaged in these illicit acts, further victimizing them, while the criminal networks and traffickers evade accountability. Furthermore, the ubiquity of IMBs degrades the integrity of legitimate massage therapists, spas and wellness businesses.

Many jurisdictions have found success in closing IMBs through targeted business licensing requirements[3], particularly in those jurisdictions which require all businesses to obtain a license, as Santa Fe does. Successful ordinances target the easily observable characteristics that distinguish an illicit massage business from a legitimate massage therapy business. Trevor Vaughn, an expert in identifying and preventing IMBs, has observed several factors in the business models of legitimate massage therapy businesses and illicit sex and human trafficking businesses (see Table 1).

Table 1. Illicit and Legitimate Massage Business Models

Illicit Sex and Human Trafficking Business	**Legitimate Massage Therapy Business**
Cheat requirements to look legit	Professional training, education and license
Advertise to people looking for sex	Advertise for health purposes
Unlicensed personnel	Licensed Massage Therapists
No records of treatments or clients	Regular business recordkeeping
Long hours, often living on site	Normal business hours and operations
Locked doors to conceal illicit activities	Professional massage practices

[1] Keyhan, Rochelle et al, "Trafficking in Illicit Massage Businesses." Polaris, (January 17, 2018)
[2] "Hidden in Plain Sight: How Corporate Secrecy Facilitates Human Trafficking in Illicit Massage Parlors." Polaris (April 1, 2018)
[3] "Successful Massage Ordinance Factors." The Network, (September, 2021)

Advertise at lower rates	Rates match industry standard

The Department is currently engaged with the City Attorney's Office to draft a new massage facility ordinance to prevent IMBs from opening via a thorough application process, and regulating those characteristics and behaviors associated with IMBs. In Aurora, Colorado, multiple IMBs predated the passage of its ordinance in May 2018. By allowing the city to close businesses for committing certain violations, such as operating without a license, Aurora closed 18 IMBs within a year after its regulations went into effect.

The Department intends to bring forward the legislation for adoption by the end of the calendar year and will continue targeted inspections and enforcement actions against illicit massage businesses operating within the city.

ATTACHMENTS:

Notice of Violation Case #2025-4553

Santa Fe Business License #232976

New Mexico Massage Therapy License No. MT7765 – Jane Oberg

Online Advertisements – 4985 Airport Road

Signature: ANDREA PHILLIPS (Oct 24, 2025 15:55:03 MDT)

Email: akphillips@santafenm.gov

Signature:

Email: edmontoya1@santafenm.gov

Signature:

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

4985 Airport_Finance Committee Memo

Interim Agreement Report 2025-10-24

Created:	2025-10-24
By:	MARGARET MOORE (mmoore@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAZoWtnt46w5PPaYBY5Xw_G8CHPtJfFeVY

Agreement History

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

"4985 Airport_Finance Committee Memo" History

Document created by MARGARET MOORE (mmoore@santafenm.gov)
2025-10-24 - 8:40:38 PM GMT- IP address: 63.232.20.2

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2025-10-24 - 8:41:18 PM GMT

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2025-10-24 - 8:42:04 PM GMT- IP address: 174.240.21.143

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2025-10-24 - 9:55:03 PM GMT - Time Source: server- IP address: 174.240.21.143

Document emailed to edmontoya1@santafenm.gov for signature
2025-10-24 - 9:55:05 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: CODE-004595-2025

Violation Notice

Case Type: Code Enforcement

Date Case Established: 08/29/2025

Compliance Deadline: 10/06/2025

Violator: Yufang Boa

Mailing Address

Yufang Boa
4985 AIRPORT RD
Santa Fe, NM 87507

Notice of Violation for the following location:

Address	Parcel
4985 AIRPORT RD Santa Fe, NM 87507	**53972864**

Violation: General - General - other City codes
Other City Codes

Corrective Action: In Violation of 18-1.7 (A)
* If a person required to secure a business license & pay a business license fee is in violation of this section or any provision of the SFCC 1987 or is opperating in a manner contrary to the public welfare, the City of Santa Fe shall send the person(s) a notice of violation specifically stating the nature of the violation. If the business license & penalties are not paid, and if the provisions of this section or other provisions of this section or other provisions of SFCC 1987 are not complied with or that the operation contract to the public welfare is not discontinued within 15 days after receipt of the notice, the person(s) shall appear before the City of Santa Fe finance committee to show cause why the business should not be closed.
1.Upon inspection, Fengying Spa LLC does not have a current City of Santa Fe business license.
2. Upon inspection, Fengying Spa LLC did not have certified New Mexico massage therapists on the premises. All unlicensed massage therapists on the premises must discontinue massage therapy upon receipt of notice of violation.
*Fengying Spa LLC, Fengying Wu shall appear before the City of Santa Fe finance committee on October 27th , 2025 at 5:00pm.

Compliance Date: 10/06/2025

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

Vidal Garcia

NEW MEXICO
NOT INTENDED FOR FEDERAL PURPOSES
DRIVER'S LICENSE
License # [redacted]
Date of Birth [redacted]
ISSUED 01/09/2025
EXPIRES 11/22/2029
WU
FENGYING
[redacted]
SANTA FE, NM 87507
Fengying Wu
WEIGHT 122
HEIGHT 5'05"
SEX F
EYES BRO
CLASS D
ENDORSEMENTS NONE
RESTRICTIONS NONE

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

BUSINESS REGISTRATION

Business Name: FENGYING WU
DBA: FENGYING SPA LLC

Business Location: 3620 WYOMING BLVD NE
ALBUQUERQUE, NM 87111

Owner: QUIMIN LIU

License Number: 232976

Issued Date: April 26, 2024

Expiration Date: April 26, 2025

CRS Number: 03589516000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

FENGYING WU
4985 AIRPORT RD UNIT B
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

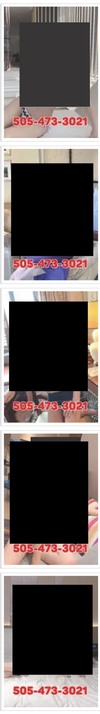
TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

NEW MEXICO
DRIVER'S LICENSE
License # [redacted]
Date of Birth [redacted]
ISSUED 07/15/2019
EXPIRES 07/15/2027
OBERG
JANE WANG
[redacted]
WEIGHT 152
SEX F
CLASS D
HEIGHT 5'01"
EYES BRO
ENDORSEMENTS NONE
RESTRICTIONS B

State of New Mexico
NMRLD
New Mexico Regulation and
Licensing Department
HEREBY CERTIFIES THAT
Jane W. Oberg
HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO
Massage Therapist
License No. MT7765
Issued 12/03/2013
Expires 10/31/2025
THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

❤️Best ladies for you🏛️505-473-3021🏛️everything you like is here❤️



Posted in	Albuquerque NM, Las Vegas NM, Rio Rancho NM, Santa Fe NM, South Valley NM,
Age	24
Category	Female escort
Date	04:00 PM on 2025-09-02

Read before contacting a poster

Cowboys fan? Bet them here.

I see	Men
Race / Regionality	Asian
Accepted payment methods	Cash
Hours	9 am to 9 pm
Location	4985 Airport Rd Unit B, Santa Fe
Free Slot Spins at Slots & Casino	Deposit now w Crypto and get 300% sign up bonus

🐱Hey!Gentlemen!💓

💥Feeling tired? Stop by.Rest your body!💓

🥰Most beautiful Asian girl in here!Best Massage Service in here!💓100% New Feeling💓

💦SOFT sweet and smooth skin.

💦Beautiful Face & Hot Body

💋The warm and comfortable room and quiet and relaxing music let you relax 100% and release your fatigue!💓

🏆The High-quality massage technicians, Let you get the greatest enjoyment and satisfaction physically or mentally!💓

💦Don't be alone .Enjoy your best time. Promise you won't be disappointed💓

🥰Let me help you achieve and discover your fantasies!💓

👉100% Clean,Private,comfortable,warm and Elegant environment, high-quality service💓

🚀🎖️Please experience it by all means today!!!💓

Call Me : 💕505-473-3021 💕505-610-4227

LOC: 4985 Airport Rd, Santa Fe, NM 87507

Open 7days:9:30am-10:00pm

💘💘 You will come back again 💘💘

We are an agency and serve many cities photo are likeness of the females presented but may not be 100% accurate !

Legal disclaimer

I am a professional service provider. Any fees or compensation paid to me are for my time and companionship only. Any actions that take place within our contracted timeframe are a matter of mutual choice between consenting adults. Any scenarios, fantasy or otherwise, contained in this post are purely that; they do not constitute any form of contractual obligation. I do not engage in any unlawful acts. I reserve the right not to enter into any arrangement with those whom I reasonably believe to be under the influence of drugs or alcohol, or for any other reason at my sole discretion.

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Post listing