Agenda

Regular Meeting of the Governing Body
November 12, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

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

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link:

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Cassutt
3. Salute to the New Mexico Flag
   a. Councilor Lindell
4. Invocation and Rememberances
   a. Councilor Romero-Wirth

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Month-End and Year-End Close Internal Audit. (Chelsea Ritchie, Baker Tilly; chelsea.ritchie@bakertilly.com)

   b. Midtown Update. (Mark Scott, City Manager; mscott@santafenm.gov and Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov)

9. Action Items: Consent Agenda

   a. Request for Approval of the October 9, 2025, Special Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 11/12/2025

   b. Request for Approval of the October 29, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 11/12/2025

   c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve a Request from TT & M, LLC dba Kohnami Japanese Restaurant for the Following :

      1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300-Foot Location Restriction to Allow the Sale of Alcohol at Kohnami Japanese Restaurant, 313 S. Guadalupe Street, which is within 300 Feet of Our Lady of Guadalupe Church, Located at 100 S. Guadalupe Street.

      2. If the Waiver of the 300-Foot Location Restriction is Granted, Consideration of a Request for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only and Patio Service, to be Located at Kohnami Japanese Restaurant, 313 S. Guadalupe Street. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Liquor Hearing: 10/30/2025
      Governing Body: 11/12/2025

d. Request for Approval of the 2023 Hazardous Mitigation Grant Program Sub-Grant Agreement DR-4652-0041-NM with the New Mexico Department of Homeland Security and Emergency Management for the Cerro Gordo Culvert Improvements Design Project in the Total Amount of $797,143.90 through May 14, 2028. (Kyle Morgan, Interim Director Office of Emergency Management; klmorgan@santafenm.gov.)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Appropriate $607,173 from the Grant and $189, 971 from Stormwater Utility Funds to WIP Design and Professional Contracts.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

e. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3153 Improvements to the Genoveva Chavez Community Center 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 the Genoveva Chavez Community Center.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

f. Request for Approval of a Budget Amendment Resolution (BAR) from Water and Wastewater Enterprise Cash Balances in the Total Amount of $176,549 to Fund Operator Certification Level-Based Retention Incentive Pilot Program. (Jonathan Montoya, Interim Water Division Director, jmmontoya@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

g. Request for Approval of Amendment No. 1 to Small Enterprise Agreement Item #22-0583 with Environmental Systems Research Institute, Inc. to Increase the Compensation by $270,900 for a New Total of $435,900 and to Extend the Termination Date to December 31, 2028, to Support Citywide

Mapping Needs for Public Works, 911 Addressing, City Events, Utilities, and Land Use. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov)

Committee Review:
Public Works and Utilities Committee 11/03/2025
Finance Committee 11/10/2025
Governing Body 11/12/2025

h. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Health Care Authority in the Total Amount of $833,228.51 to Facilitate an Inter-Governmental Transfer of Funds for the Purpose of Participation in the NM Ambulance Supplemental Payment Program through June 30, 2026. (Brian Moya, Fire Chief; bjmoya@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $833,229 from the MOA to Miscellaneous Expenses to Fund the Ambulance Supplemental Payment Program.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

i. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from Grant Proceeds Awarded to Fire Department from the New Mexico Department of Health, Pursuant to the Emergency Medical Services Fund Act and Rules 7.27.4 NMAC.(Brian Moya, Fire Chief; bjmoya@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

j. Request for Approval of a Lease Agreement with Wolf and Mermaid Enterprises, LLC to Operate the Kitchen in the Terminal at Santa Fe Regional Airport in the Total Amount of $10,600.50 for the First Year for an Initial Term of Five Years with Two Option Terms of Five Years Each. (Jimmy Gunn, Airport Manager; jdgunn@santafenm.gov, and Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

k. Request for Approval of the Purchase of One Automated Side-Loading Collection Vehicle in the Total Amount of $372,062.47, Excluding NMGRT with Pete's Equipment Repair, Inc. (Martin Valdez, ESD Fleet Manager, mjvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

l. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $844,469 to Re-Appropriate the Unused Funding from the Office of Affordable Housing Capital Outlay from the FY25 Budget into the FY26 WIP Construction. (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov)

Committee Review:
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

m. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,613,334 to Re-Appropriate Unused Funding from the Affordable Housing Trust Fund FY25 Budget to FY26 Affordable Housing Trust Fund. (Faviola Chavez, Director of Office of Affordable Housing; fachavez@santafenm.gov)

Committee Review:
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

n. Request for Approval of Amendment No. 6 to Item #19-0872, Amended and Restated Lease Agreement with Santa Fe Recovery Center to Reduce the Size of the Premises and Extend the Term to January 15, 2026, to Occupy City Owned Buildings Located at 1600 St. Michael's Drive. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov)

Committee Review:
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

o. Request for Approval of Amendment No. 1 to Item #25-0233 with Carr, Riggs and Ingram, LLC to Allow the City of Santa Fe to Submit Separate Financial and Single Audit Reports. (Emily K. Oster, Finance Director; ekoster@santafenm.gov and Matthew Bonifer, Accounting Officer;

mtbonifer@santafenm.gov)

Committee Review:
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

p. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Repetitive and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number I3319, Control Number C5243319, to Acquire Rights of Way for and to Plan, Design, Construct Improvements to Rufina Street and Lopez Lane Intersection and Accepting Responsibility for the Project. (Regina Wheeler, Public Utilities Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

q. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number J3296, Control Number C5253296, to Acquire Rights of Way for and to Plan, Design, and Construct Improvements to Rufina Street and Lopez Lane Intersection and Accepting Responsibility for the Project. (Regina Wheeler, Public Works and Utilities Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

r. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Pilar Faulkner)
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 (POSTPONED TO GOVERNING BODY 11/12/2025 & REFERRED BACK TO COMMITTEE)
Public Works and Utilities Committee: 11/03/2025
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

10. Action Items: Discussion Agenda

    a. 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 ShelbyPedestrian Bridge Replacement. (Scott Overlie, PW Project Manager III, saoverlie@santafenm.gov)

    Committee Review:
    Finance Committee: 11/10/25
    Governing Body: 11/12/25

    b. Request for Approval of a Lease Agreement with Deere Credit, Inc./John Deere Financial for a Motor Grader for Streets Maintenance in the Total Amount of $365,798 Including NMGRT for a Five Year Term Ending September 2030. (Marcos Esquibel, Interim Complete Streets Director; mpesquibel@santafenm.gov)

    Committee Review
    Finance Committee: 11/10/2025
    Governing Body, Discussion Agenda: 11/12/2025

11. Matters from the City Manager

12. Matters from the City Attorney

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Signe Lindell, Mayor Alan Webber, and Councilor Michael Garcia)
    A Resolution Authorizing the Installation of Seventy-Five Banners from March 2, 2026, Through November 2, 2026, on City of Santa Fe-Owned Light Poles, Commemorating the Centennial Anniversary of Route 66. (Randy Randall, Executive Director Tourism Santa Fe; rrandall@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Governing Body: 12/10/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Approving Budget Amendments for the Buckman Direct Diversion Board and Santa Fe Solid Waste Management Agency and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's First Quarter Budget Amendments for Fiscal Year 2026. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

c. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Signe Lindell, Councilor Alma Castro)
A Resolution Authorizing Donating Properties Identified as 1522 and 1650 West Alameda Street to a Developer Certified as a "Qualified Grantee" under the New Mexico Affordable Housing Act to Develop Low-Priced Dwelling Units, Pursuant to the City of Santa Fe's Affordable Housing Ordianance. (Nina A. Nguyen, Asset Development Associate; nanguyen@santafenm.gov)

Committee Review:
Governing Body (Introduction): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Governing Body: 12/10/2025

d. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Establishing the City of Santa Fe's Priorities for Consideration by the New Mexico State Legislature During the 57th Legislature – State of New Mexico – Second Session, 2026. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannario@santafenm.gov and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/1025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

e. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber and Councilor Jamie Cassutt)
A Resolution Accepting a Grant from the Que Linda Beautification Program Administered

by the New Mexico Department or Transportation; Entering into a Grant Agreement for a Total Amount of $90,000.00, Term Ending June 30, 2026; Identifying the City Manager or City Manager's Designee as the Signatory for the Agreement. (Sindey Snyder, Park Ranger Supervisor; sksnyder@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

17. Petitions from the Floor

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

    a. CONSIDERATION OF BILL NO. 2025-25. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jamie Cassutt)
    A Bill Updating the Rates and Service Charges for Water Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 10/29/2025
    Governing Body (Public Comment): 11/12/2025
    Public Works and Utilities Committee: 12/01/2025
    Finance Committee: 12/08/2025
    Governing Body: 01/14/2025 (PENDING APPROVAL OF MEETING DATES)

19. Final Action on Legislation (Public Hearing)

    a. 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

b. 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

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

21. Appointments

a. Mayor's Youth Advisory Board

- Jack Elling - Reappointment - Term Ending 12/2027
- Helen Marlow - Appointment - Term Ending 12/2026
- Nadia Yazdani Declerck - Appointment - Term Ending 12/2026

b. Immigration Committee

- Dr. Laura Lopez Jauregui - Appointment - Term Ending 02/2027

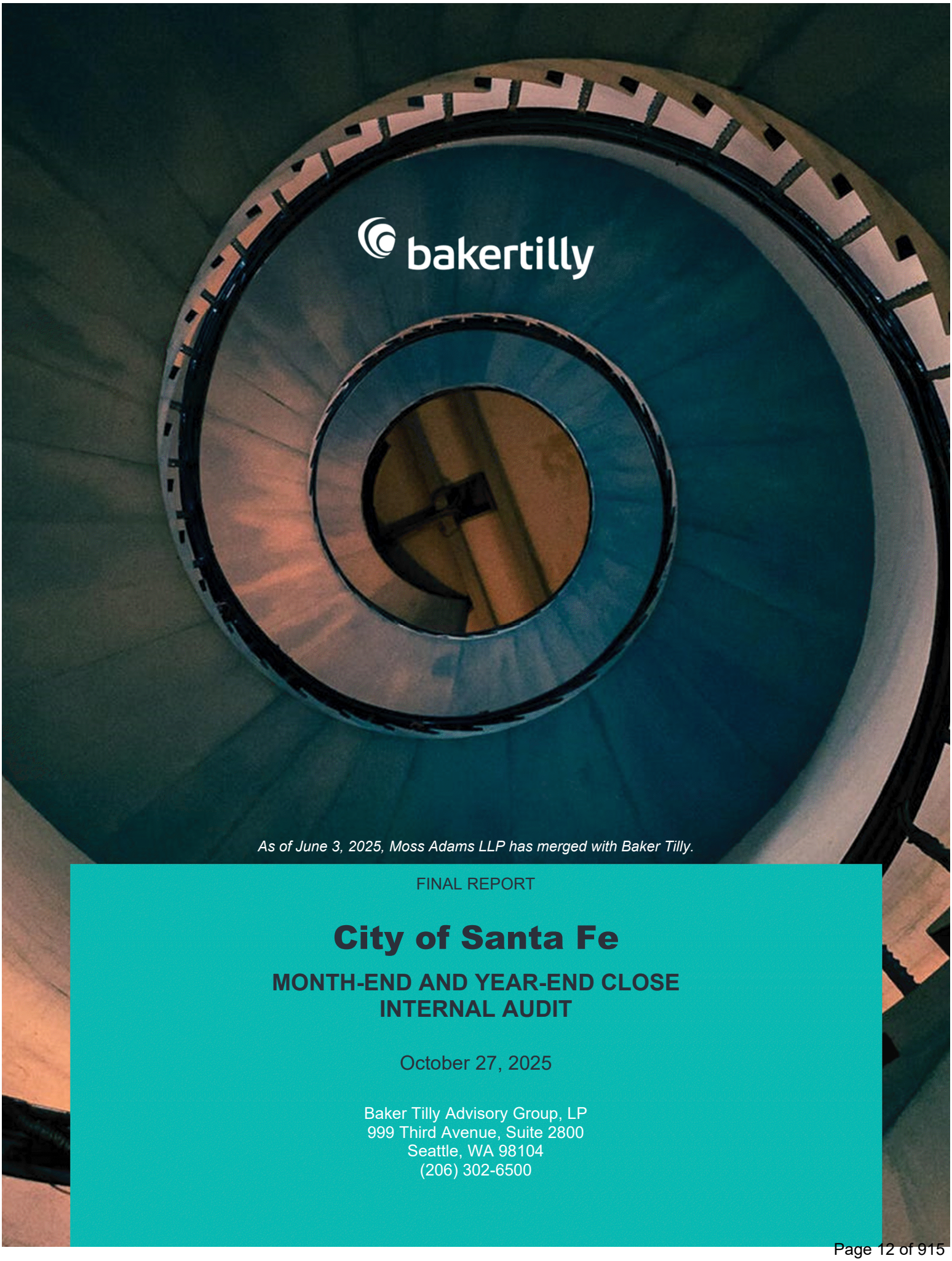
c. Human Services Committee

- Jeff Valdez - Appointment - Term Ending 03/2026

- Camara Meri Rajabari - Appointment - Term Ending 03/2026

22. Adjourn

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



As of June 3, 2025, Moss Adams LLP has merged with Baker Tilly.

FINAL REPORT

City of Santa Fe

MONTH-END AND YEAR-END CLOSE INTERNAL AUDIT

October 27, 2025

Baker Tilly Advisory Group, LP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500

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Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

I. Executive Summary

As part of the fiscal year 2025 City of Santa Fe (the City) internal audit program, Baker Tilly Advisory Group, LP (Baker Tilly) performed an internal audit of the City's month-end and year-end close processes. The internal audit focused on assessing select key controls within the month-end and year-end close process and providing recommendations for improvements to enhance the overall integrity and reliability of the City's financial closing procedures. The internal audit took place between February and October 2025. We experienced a delay of approximately four months awaiting the City to provide our requested testing documentation. Based on the documentation provided in October, we revised the initial draft report that we had provided to the City to reflect the results of the testing we performed.

The purpose of this internal audit was to identify whether month-end and year-end close internal controls appear to be designed and operating effectively. The results of the month-end and year-end close review should be utilized as a roadmap for the City to identify areas where further resources should be deployed to test the effectiveness of controls and the associated risks of potential issues identified, and to identify management priorities and focus areas. The results presented in this report should be used as a management and internal audit tool going forward.

This engagement was performed in accordance with Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we provide no opinion, attestation, or other form of assurance with respect to our work or the information upon which our work is based.

A. Risk Rating Definitions

The following definitions guided our risk rating:

RISK LEVEL DEFINITIONS	
Risk	**Significance**
HIGH	Represents a high likelihood of causing significant negative impact (e.g., post a threat to achieving the City's objectives) if not promptly addressed.
MEDIUM	Represents a moderate likelihood of causing negative impact if left unaddressed, and should be prioritized for corrective action to improve controls.
LOW	Represents a low likelihood of causing significant impact, but still warrants attention to improve efficiency and effectiveness.

B. Summary of Findings and Recommendations

FINDINGS AND RECOMMENDATIONS		
Lack of Policies and Procedures		
MEDIUM RISK		
1.	**Finding**	The City has not developed written policies and procedures for the month-end and year-end financial close processes, which might lead to various financial risks and inconsistencies.
	Recommendation	The City should develop and implement written month-end and year-end close policies and procedures to help provide more structure and guidance for employees involved in these key financial processes.
Lack of Formal Review Process and Documentation		
MEDIUM RISK		
2.	**Finding**	There was no evidence of review and approval for the June 2024 Utility AR Aging report, as well as for the City-wide Cash Reconciliations for September and December 2024, which increases the risk of errors and potentially impacts financial reporting accuracy and audit readiness.
	Recommendation	The City should develop Utility Billing and Collection and Cash Reconciliation policies and procedures that establish clear requirements for tracking, reviewing, and approving the Utility AR Aging report and Cash Reconciliations. These policies should mandate documented evidence of reviews and approvals, define responsible personnel and review frequency, and include controls for timely follow-up on overdue accounts to ensure accountability, compliance, and enhanced financial oversight.
Unavailable Requested Documents		
LOW RISK		
3.	**Finding**	The City did not provide select requested documentation in a timely manner for this internal audit. In addition, documentation was not provided to support one of the two most recent tabletop exercises, which tests the City's disaster recovery preparedness.
	Recommendation	The City should ensure that documentation to support financial activity is readily available for audit. In addition, the City should review the missing tabletop exercise documentation (if it exists). If the City cannot locate this documentation, procedures should be implemented to ensure all required financial and control documentation is properly maintained and readily available for audit purposes.

C. Commendations

Although the focus of this internal audit was to identify whether month-end and year-end close internal controls appear to be designed and operating effectively, we noted the following areas of strength and existing good practices that can be leverages for further improvement:

- **Communication**: Interviewees highlighted that the City has solid month-end close communication to help ensure that month-end tasks are completed timely
- **Willingness to Change**: Management demonstrated an openness to feedback and a commitment to refining and documenting the month-end and year-end close processes.

II. Background, Scope, and Methodology

A. Background

Baker Tilly was engaged by the City to assess the controls surrounding the month-end and year-end close processes. In prior fiscal years, the City routinely would not be able to close their books timely and, as a result, would be delayed with their financial audits. However, the City has recently caught up to timely close their books and to have their financial audit completed timely as well. Although the City is fully caught up on their close process and financial audit, we were tasked will evaluating how the City might better strengthen its month-end and year-end internal controls.

The City uses the Tyler Munis ERP system (Munis) to execute these close processes and prepares additional month-end reconciliations to ensure the accuracy and integrity of financial data. Oversight of the month-end and year-end close resides with the Finance Department, which utilizes the Month End Manager feature within Munis to streamline these activities. The month-end close-out process is to be completed by the 20th of the following month. Regarding the year-end close, the Finance Department issues a memo to all departments outlining due dates and preparatory steps to support the process. The year-end close is completed after the external audit is finalized and the City has posted any adjustments resulting from the audit.

The Finance Committee, as a Committee of the City Council, is responsible for overseeing the City's financial reporting. It plays a key role by reviewing quarterly financial statements through the Quarterly Financial Performance Reports. This review enables a zoomed-out review of financial accounts and performance over time to help identify potential anomalies that should be corrected via month-end or year-end processes.

Another crucial aspect of the month-end and year-end close processes is data security, which is tested at least every two years via "Tabletop" exercises. These exercises help demonstrate the City's disaster recovery plan and protect the City's financial data.

B. Scope and Methodology

This internal audit focused on the month-end and year-end close process, including the evaluation of internal controls, financial reporting accuracy, and compliance with City policies and procedures throughout fiscal year 2024 and 2025. Our initial objectives included:

- Evaluating select month-end and year-end close processes to determine whether they appeared to be consistent with City policies and procedures (P&Ps).
- Assessing a sample of month-end and year-end close activities to evaluate for consistency with best practices in financial reporting and internal controls (e.g., documentation retention, timely and complete reconciliations, and documented reviews and approvals).
- Making recommendations to the City, based on the evaluation, for improvements to the month-end and year-end close processes.

To address these objectives, we conducted an internal audit of key controls, which included:

1. Conducting interviews with employees from the Finance Department to understand the specific processes, controls, and overall functions being assessed.
2. Identifying control objectives and the corresponding controls that satisfy each objective.
3. Reviewing existing Munis closeout instructions, such as the Month End Manager document and examining relevant documentation to support select key controls.
4. Performing control walkthroughs to observe the design of key controls and understand workflow processes.
5. Performing journal entry testing:
    a. From the population of all journal entries posted between June and December 2024, we randomly selected a sample of 20 entries. For each entry selected, we requested:
        i. A copy of the journal entry
        ii. Evidence of journal entry approval
        iii. Supporting documentation substantiating the entry
    b. For each entry selected, we intended to perform the following:
        i. Assess whether the entry was properly approved
        ii. Review supporting documentation to assess the validity of the entry
        iii. Assess whether the entry was posted in the correct accounting period
6. Performing reconciliation testing:
    a. We requested the following reconciliations:
        i. Monthly purchasing card (P-card) transaction reconciliation reports for July and November 2024
        ii. Bank reconciliations for September and December 2024
        iii. The Parking and Utilities Accounts Receivable (AR) Aging reports for June 2024
    b. For each reconciliation selected, we intended to request a copy of the reconciliation along with evidence of review and approval.
    c. For each reconciliation, we intended to perform the following:
        i. Assess whether it was properly approved
        ii. Evaluate whether any variances were appropriately addressed and documented
7. Performing reporting testing:
    a. We requested the quarterly Financial Performance Reports for the first and second quarters of fiscal year 2025. For both reports, we intended to assess whether they were properly reviewed and documented.
8. Performing year-end close checklist testing:
    a. We requested the fiscal year 2024 year-end close checklist. We intended to assess whether the checklist included all necessary sign-offs from each department, indicating completion of their respective tasks over the close process.

The following objective was also planned as part of this internal audit. However, as noted in the “Requested Documentation Unavailable” finding, we were unable to obtain the necessary documentation to complete this objective.

1. Performing tabletop exercise testing:

a. We requested documentation for the last two “Tabletop” exercises. For these items, we intended to assess whether the exercises were completed, properly reviewed, and appropriately documented.

III. Findings and Recommendations

Based on the input gathered from interviews, document review, and testing results, we prepared a comprehensive set of findings and recommendations, which are detailed below.

A. Lack of Policies and Procedures: Medium Risk

1.	Finding	**The City has not developed written policies and procedures for the month-end and year-end financial close processes, which might lead to various financial risks and inconsistencies.**
	Recommendation	**The City should develop and implement written month-end and year-end close policies and procedures to help provide more structure and guidance for employees involved in these key financial processes.**

The financial close process is fundamental to the City's ability to produce accurate and timely financial reports, comply with applicable laws and regulations, and maintain effective internal controls. Best practices and regulatory guidance emphasize the importance of having documented policies and procedures that clearly outline the financial close steps, timelines, and controls. These documents should also define roles and responsibilities to ensure accountability and consistency throughout the process.

Currently, the City has not developed written policies and procedures (P&Ps) for the month-end and year-end close processes, which exposes the City to the following risks:

Financial Reporting Risks	● Inaccurate or incomplete financial statements ● Misstated revenues, expenses, assets, or liabilities ● Delays in financial reporting and closing cycles ● Delays with financial audits ● Inconsistent application of accounting principles
Operational Risks	● Inefficient and uncoordinated closing processes ● Increased likelihood of errors and omissions ● Lack of clarity in roles and responsibilities ● Duplication of efforts or missed tasks
Compliance Risks	● Noncompliance with accounting standards (e.g., Generally Accepted Accounting Principles (GAAP) or Government Accounting Standards Board (GASB)) ● Failure to meet regulatory and audit requirements ● Increased risk of audit findings and penalties
Internal Control Risks	● Weaknesses in segregation of duties and oversight ● Lack of documented evidence to support closing activities ● Increased potential for fraud or misappropriation

Strategic and Reputational Risks	• Loss of stakeholder confidence due to unreliable financial information • Negative impact on decision-making due to inaccurate data • Damage to the City's reputation and credibility

Although formalized P&Ps for the month-end and year-end close processes are currently lacking, interviews with key employees in the Finance Department indicated that close processes are functioning effectively in practice. The Finance Department demonstrates strong oversight and control over the close process, which is largely attributed to consistent and clear communication channels established with all participating departments. This collaborative approach helps ensure that necessary tasks are coordinated and completed timely.

Furthermore, the Finance Department leverages the capabilities of Munis, specifically the Month End Manager feature, to streamline and manage the month-end close process efficiently. This technological support enhances accuracy and accountability by providing structured workflows and tracking mechanisms.

Interviewees also emphasized that communication among departments involved in the year-end close is well-maintained, fostering a cohesive environment that supports the successful completion of closing processes.

Although the P&Ps do not need to standardize every aspect of the month-end and year-end close processes, the City should develop written P&Ps in this area that include the following key elements:

Purpose and Scope	Define the objectives of the close processes, including ensuring accurate, timely, and consistent financial reporting across all departments.
Roles and Responsibilities	Clearly outline the roles and responsibilities of all employees involved in the close process, including department heads, Finance Department employees, and management.
Close Calendar and Deadlines	Establish a detailed schedule with key deadlines for each step of the month-end and year-end close, ensuring all departments adhere to consistent timelines.
Close Procedures	Document step-by-step procedures for completing the close, including journal entries, reconciliations, accruals, and adjustments. The City should include references to the Month End Manager document and New Fiscal Year Checklist for detailed procedures in these areas.
Review and Approval Requirements	Specify the review and approval process for all close activities, including who must review and sign off on supporting documentation.
Reconciliation Requirements	Detail the requirements for account reconciliations, including timelines, documentation standards, and resolution of discrepancies.
Documentation and Record Retention	Define the types of documentation required to support the close process and establish retention policies to ensure audit readiness.

Use of Technology and Tools	➤ Describe any systems or software (e.g., ERP systems like Munis) used to facilitate the close process and how they should be utilized.
Training and Communication	➤ Outline training requirements for employees involved in the close process and communication protocols to keep all stakeholders informed.
Continuous Improvement	➤ Include a process for periodic review and updates to the close procedures to incorporate best practices and address any identified issues.

B. Lack of Formal Review Process and Documentation: Medium Risk

2.	**Finding**	**There was no evidence of review and approval for the June 2024 Utility AR Aging report, as well as for the City-wide Cash Reconciliations for September and December 2024, which increases the risk of errors and potentially impacts financial reporting accuracy and audit readiness.**
	Recommendation	**The City should develop Utility Billing and Collection and Cash Reconciliation policies and procedures that establish clear requirements for tracking, reviewing, and approving the Utility AR Aging report and Cash Reconciliations. These policies should mandate documented evidence of reviews and approvals, define responsible personnel and review frequency, and include controls for timely follow-up on overdue accounts to ensure accountability, compliance, and enhanced financial oversight.**

In accordance with the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control Framework, evidence of reviews should be properly documented and retained to ensure a clear and reliable audit trail. Documented reviews also help to ensure that the work being reviewed was performed completely and accurately.

During our testing of the June 2024 Utility AR Aging report—which summarizes outstanding customer balances by the length of time they have been overdue, helping the City monitor and manage collections—we found no evidence of review and approval. Additionally, we noted that the City-wide Cash Reconciliations for the months of September and December 2024 also lacked evidence of review. These deficiencies likely exist because the City had not established or enforced standardized procedures to document and retain evidence of these reviews, possibly due to oversight or reliance on informal practices.

The absence of documented evidence of reviews for both the Utility AR Aging report and Cash Reconciliations exposes the City to risks such as:

Inaccurate Financial Reporting	➤ Without proper review documentation, errors or discrepancies in AR or cash balances may go unnoticed, leading to misstated financial statements.

Increased Risk of Fraud	Lack of oversight and documentation can create opportunities for unauthorized adjustments or misappropriation of funds.
Audit Findings and Compliance Issues	Failure to retain evidence of reviews may result in negative audit findings and noncompliance with internal controls or regulatory requirements.
Reduced Accountability	Without documented reviews, it is difficult to hold individuals accountable for the accuracy and completeness of financial reports.
Impaired Decision-Making	Incomplete or unreliable financial data can negatively impact cash flow management and strategic financial decisions.

The City should develop and implement Utility Billing and Collection and Cash Reconciliation policies and procedures that clearly define how AR and cash balances are tracked, reported, reviewed, and approved. These policies should include detailed guidance on the preparation and regular review of the Utility AR Aging report and City-wide Cash Reconciliations, specifying responsible employees review frequency, and documentation requirements for approvals. Additionally, the procedures should establish controls to ensure timely follow-up on overdue accounts and outline how review evidence is retained to support accountability and audit readiness. To ensure effective implementation, the City should provide training to all relevant employees on these policies and monitor compliance regularly. This holistic approach will strengthen financial oversight, improve accuracy in reporting, and reduce risks related to errors or fraud.

C. Requested Documentation Unavailable: Low Risk

3.		
	Finding	**The City did not provide select requested documentation in a timely manner for this internal audit. In addition, documentation was not provided to support one of the two most recent tabletop exercises, which tests the City's disaster recovery preparedness.**
	Recommendation	**The City should ensure that documentation to support financial activity is readily available for audit. In addition, the City should review the missing tabletop exercise documentation (if it exists). If the City cannot locate this documentation, procedures should be implemented to ensure all required financial and control documentation is properly maintained and readily available for audit purposes.**

The COSO Internal Control Framework highlights the importance of maintaining adequate documentation within its components of Control Activities, Information and Communication, and Monitoring Activities. However, beyond these general guidelines, the primary concern for the City is ensuring the retention of all records that support its financial activities. This comprehensive recordkeeping is essential to comply with federal regulations, fulfill specific grant requirements, and support the City's external audit process. Maintaining thorough documentation is critical for demonstrating compliance, ensuring accountability, and facilitating reliable financial reporting.

To assess the City's financial close controls, we requested the supporting documentation for a variety of financial transactions, activity, and reports. Initially, the City was unable to provide documentation for the following:

- The support for, including documentation of required approval, 20 journal entries selected for review
- Monthly P-card transaction reports for the months of July and November 2024
- Bank reconciliations for the months of September and December 2024
- Quarterly Financial Performance Reports for the first and second quarters of fiscal year 2025
- Fiscal year 2024 year-end close checklist
- Documentation of the two most recent tabletop exercises

Given that a significant portion of our testing requests were outstanding, we initially rated this a High Risk finding. After we provided the initial draft report to the City in August 2025, they were able to provide all of the above documents in October 2025, aside from documentation for one of the two most recent tabletop exercises requested. The tabletop exercises are designed for the City to test its disaster recovery plan to help ensure that all City data (including financial data) is recoverable during an outage. We included a review of the City's tabletop exercises in this internal audit because reliance on financial information systems and technology means that system failures can disrupt the close process. Inadequate backup and disaster recovery mechanisms can exacerbate these issues, and tabletop exercises are designed to test these recovery mechanisms to reveal areas for improvement, if any.

The absence of readily available documentation exposes the City to risks such as:

Incomplete Audit Evidence	➤ The absence of key financial documents limits the ability to perform comprehensive testing and verification, potentially leading to incomplete, delayed, or inaccurate audit conclusions.
Weaknesses in Internal Controls	➤ Missing documentation indicates potential deficiencies in recordkeeping and internal control processes.
Noncompliance with Policies and Regulations	➤ Failure to maintain and provide required documentation may result in noncompliance with internal policies, grant requirements, or regulatory standards.

The absence of documentation for one of the two requested tabletop exercises limited our ability to perform comprehensive testing and review related to the tabletop exercise procedures.

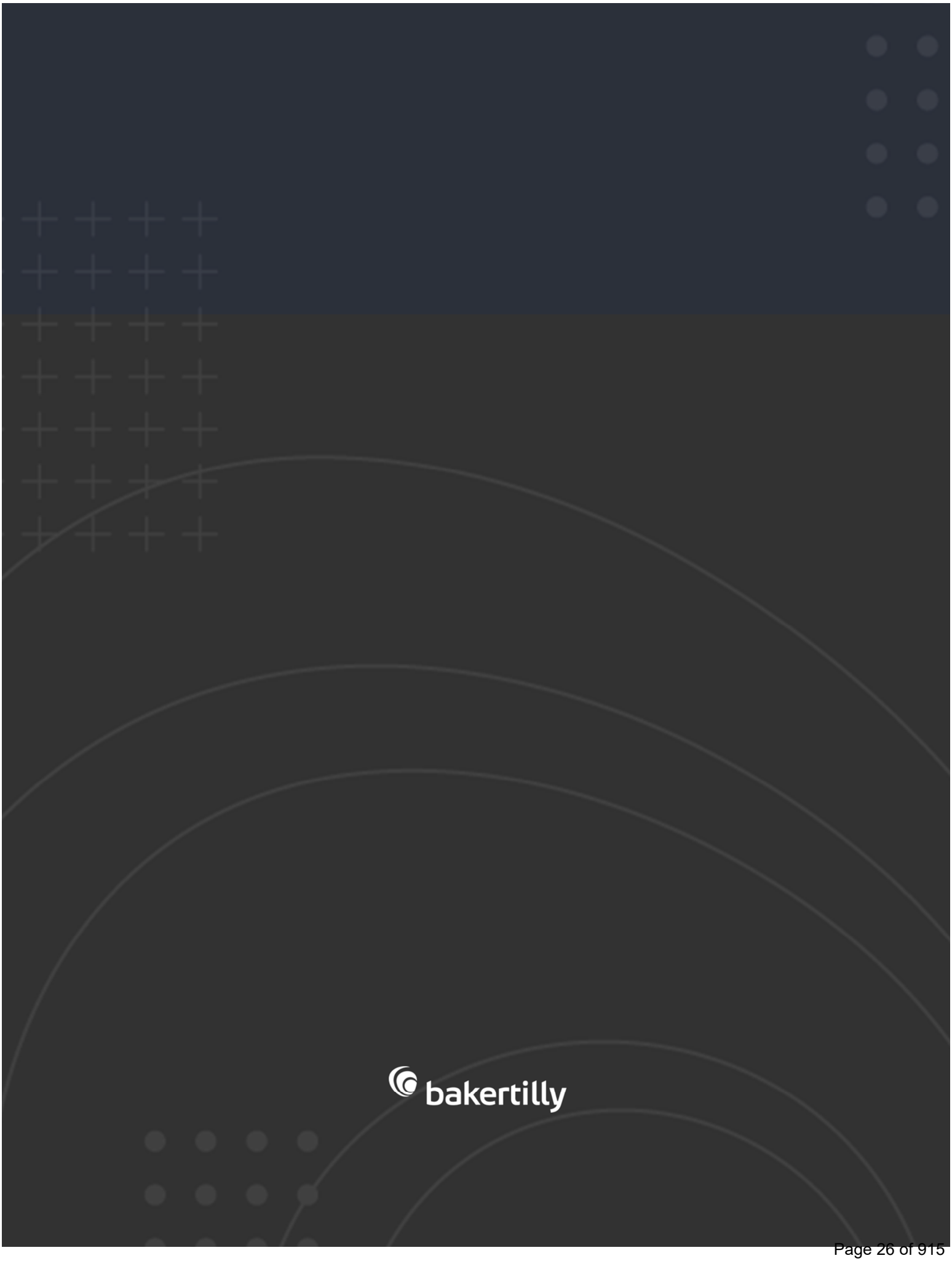
Going forward, the City should ensure that documentation to support financial activity is readily available in the event of an audit. In addition, the City should ensure that it has the documentation for the tabletop exercises requested throughout this internal audit. Next, the City should review the tabletop exercise documentation to ensure it is complete and that there is evidence of review and approval from an appropriate employee.

If the City cannot locate the documentation, then the City should establish and enforce procedures to ensure that documentation is properly maintained and made available promptly for audit purposes.

To properly retain control information and documentation and ensure that documentation is readily available in the event of an audit, the City should consider the following best practices:

Establish Formal Policies and Procedures	➤ Develop clear, written policies and procedures that define what documentation must be retained, the retention periods, and the responsibilities for maintaining and safeguarding records.
Compliance with Legal and Regulatory Requirements	➤ Ensure retention policies align with federal, state, and local laws, as well as grant and funding agency requirements.
Standardize Recordkeeping Practices	➤ Implement consistent formats and centralized systems (electronic or physical) for storing control documentation to facilitate easy retrieval and organization.
Define Retention Periods	➤ Specify minimum retention periods for various document types, often ranging from three to seven years or longer, depending on statutory requirements and audit needs.
Secure Storage and Access Controls	➤ Protect documentation from unauthorized access, loss, or damage through secure storage solutions, including encrypted digital systems with backup and disaster recovery plans.
Employee Training and Awareness	➤ Provide ongoing training to employees on documentation retention policies and procedures, and the importance of compliance.

By implementing these best practices, the City can enhance internal controls, support regulatory compliance, and promote effective financial management and governance.


bakertilly





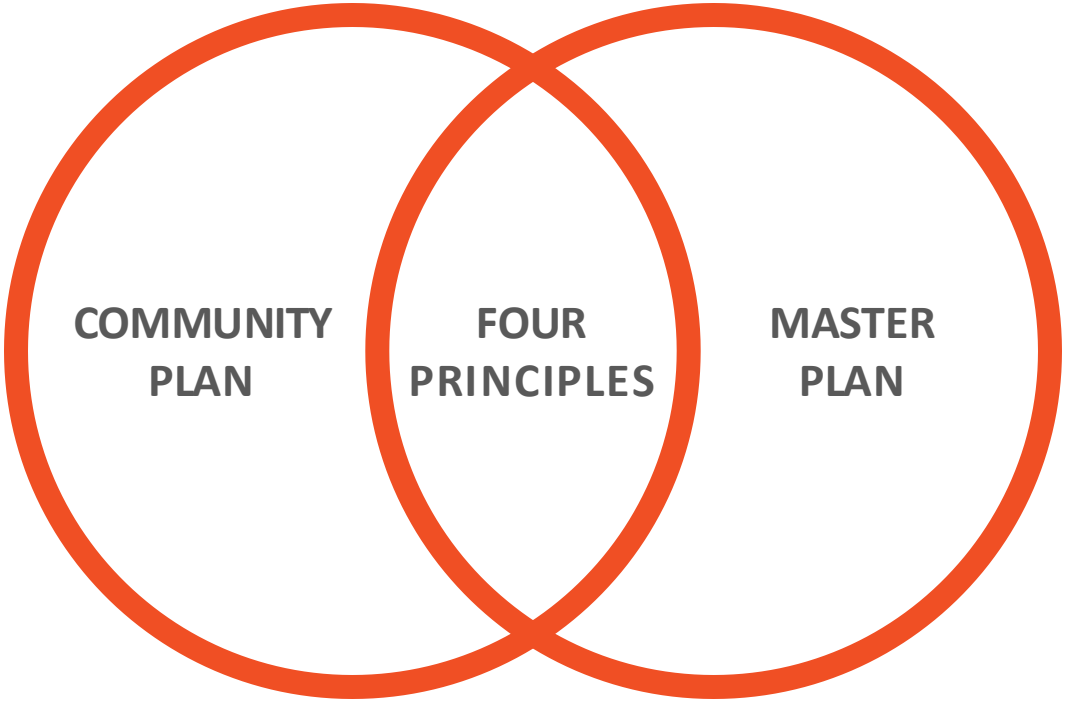
CITY OF SANTA FE

OUR SHARED VISION FOR THE MIDTOWN SITE

Building an inclusive new city center to foster creativity, culture, and economic opportunity.

COMMUNITY PLAN + MASTER PLAN

Working together for a prosperous Santa Fe



OUR PRINCIPLES

Honor the
ENVIRONMENT

- Acknowledge the land and water
- Design for regeneration and resilience
- Support community health

Design for
EQUITY

- Make it accessible
- Minimize displacement
- Diversity of mixed uses



Create a locally-led
ECONOMY

- Create economic opportunities
- Stabilize communities



Embrace our
CULTURE

- Celebrate our heritage
- Support the arts and creative entrepreneurship
- Enhance our community programs

What makes up the Midtown Neighborhood?

MIDTOWN DISTRICT - FIRST NEIGHBORHOOD



OUR PROGRESS

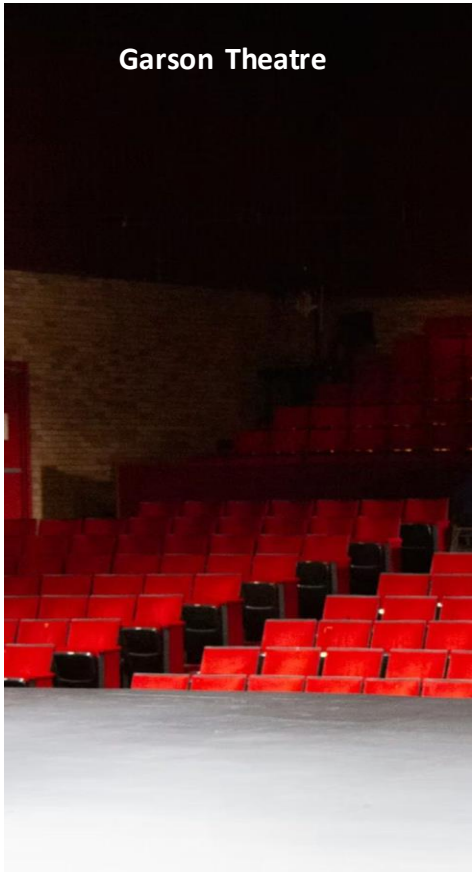
We have momentum, city commitment, and engagement

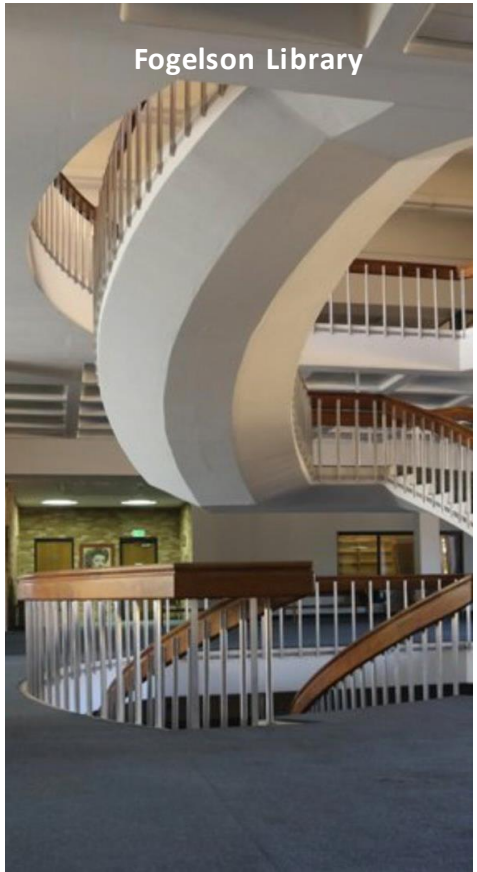
2018	2019-2022	2023	2024	2025
University Closes Vision Planning	Community Engagement Redevelopment Plans Finalized - Governing Body Unanimous Approval Community Support – Unprecedented	Proposal Solicitation for Legacy Buildings Developer Negotiations Begin MRA Established	Aspect Studios Film Production and Mixed-Use Dev – Governing Body Unanimous Approval MRA Commission Appointed	Legacy Buildings Predevelopment – Public Library + Theater Infrastructure and Parks/Plaza 60% Design Demolition of LaSalle & Student Apartments Development Proposals Hopewell Mann Neighborhood Stabilization Planning - Hopewell Mann Metropolitan Redevelopment Area Designation

Where We Are Now

Reviving Our Legacy

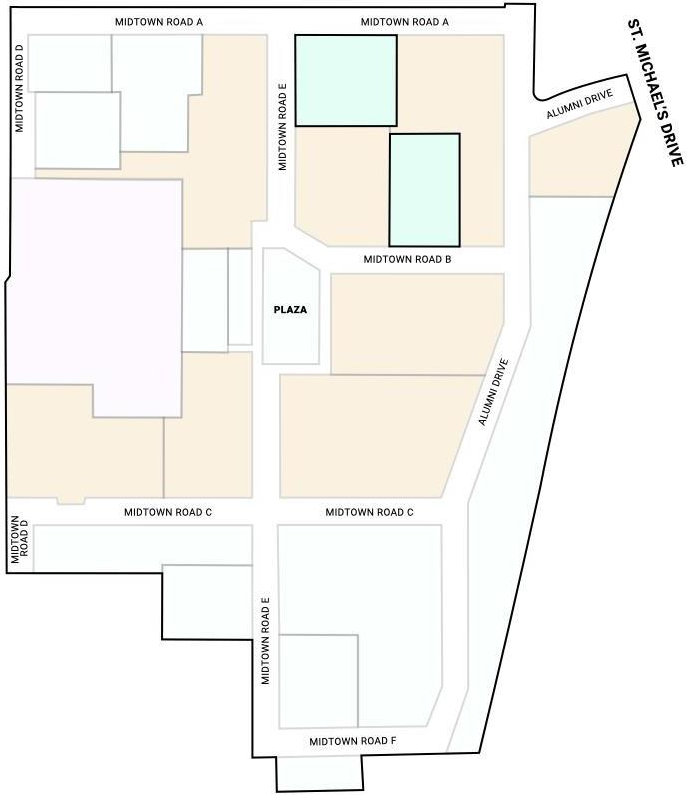




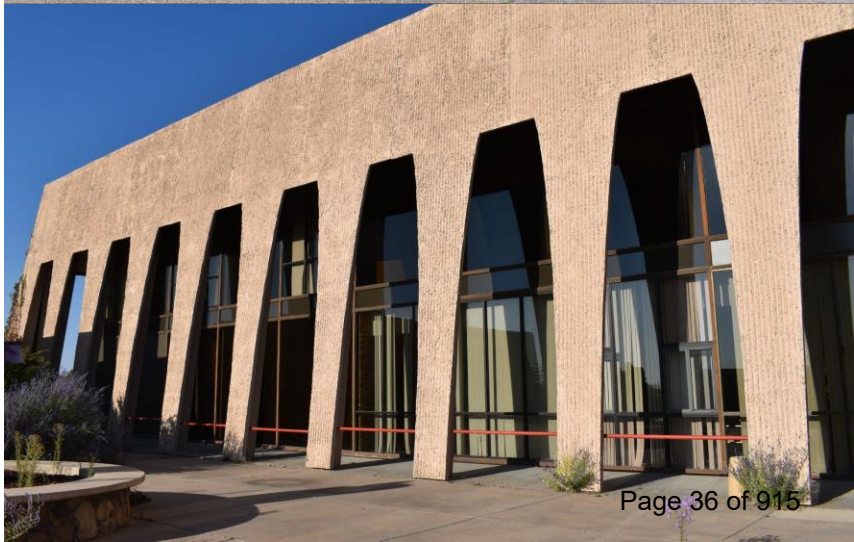




Legacy Buildings & Civic Uses









Legacy Buildings & Civic Uses
Progress to Date

Fogelson Library

- Wilson & Co Assessment Report
- RMKM Report
- 100k DFA Grant

Greer Garson Performing Arts Center

- Wilson & Co Assessment Report
- Artspace Feasibility Study

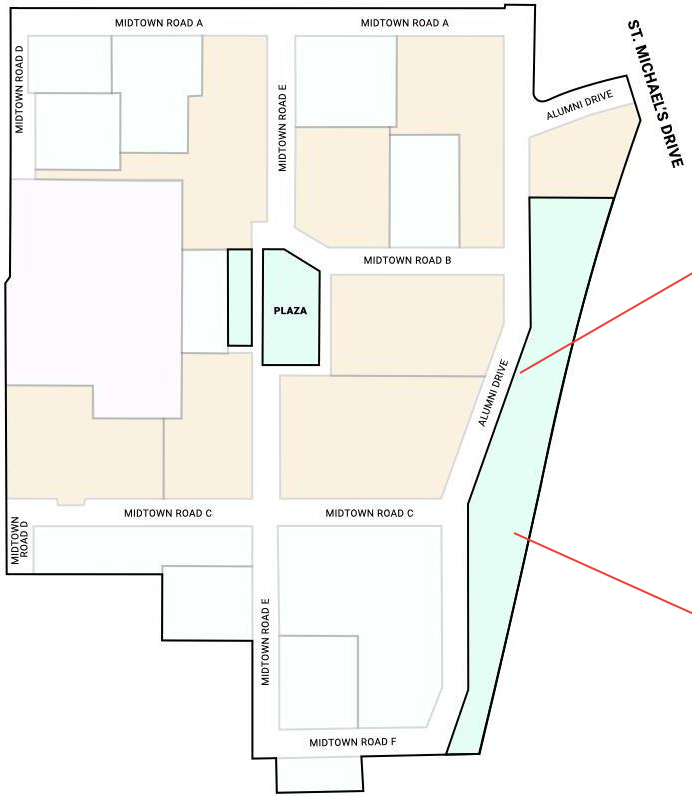
60% Infrastructure Design

Demolition

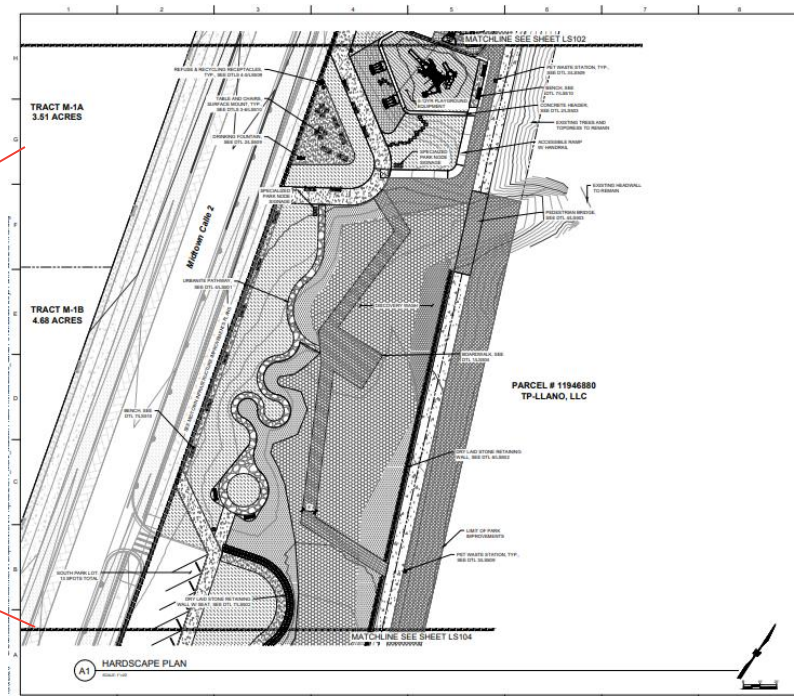
LaSalle Hall &
Student Apartments



Infrastructure Design — Open Space



Arroyo Park



On-Going Development



Midtown Signage

SIGNAGE

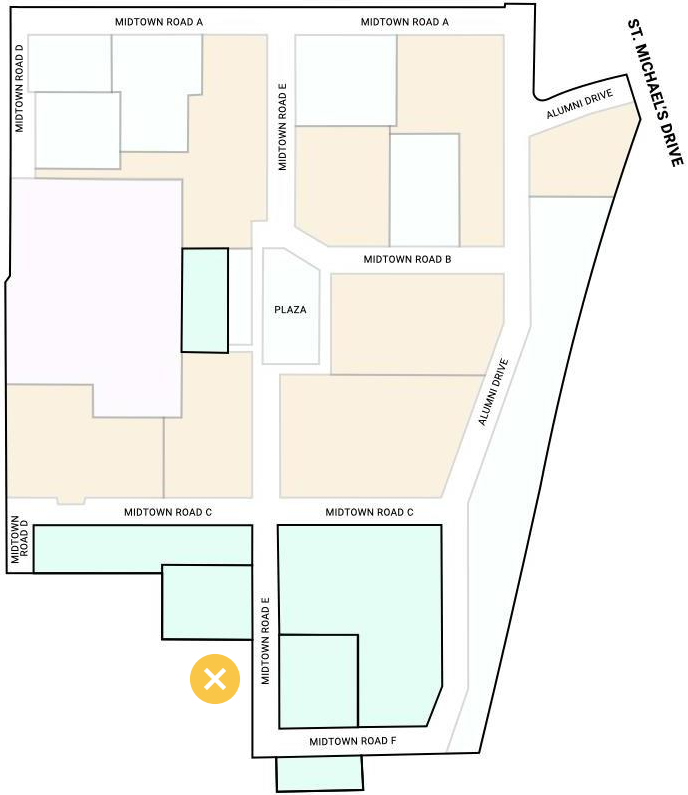




Aluminum sign with raised aluminum letters

Proposed Midtown Signage

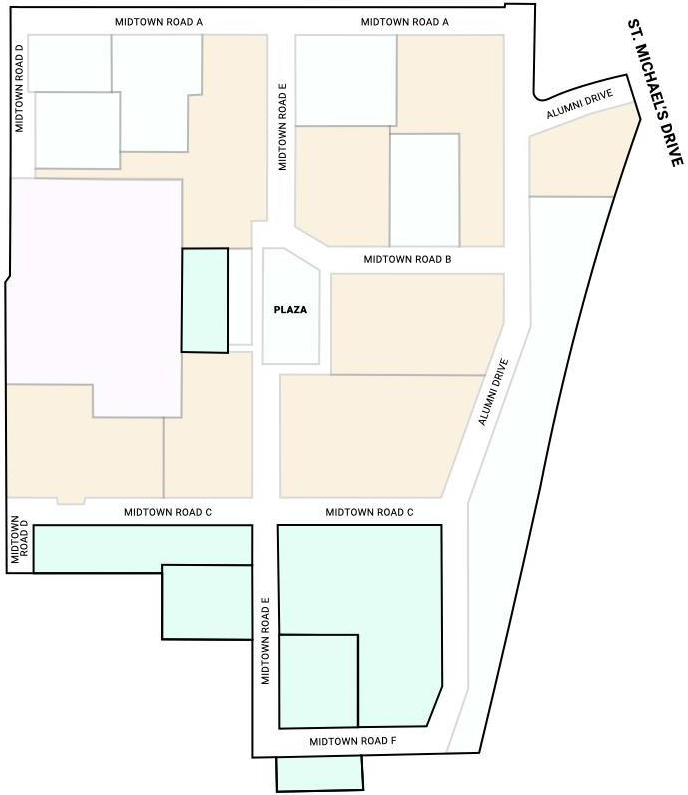
Predevelopment — Aspect Media Village







Predevelopment — Aspect Media Village





Aspect Garson

The Screen



Aspect Driscoll



Development Proposals

Midtown Site Parcels



Metropolitan Redevelopment Agency direct disposition April – June 2025

Total Parcels: 23

- Predevelopment: **14**
- Total Available: **8**
- *State Parcel:* 1

Mandatory Criteria

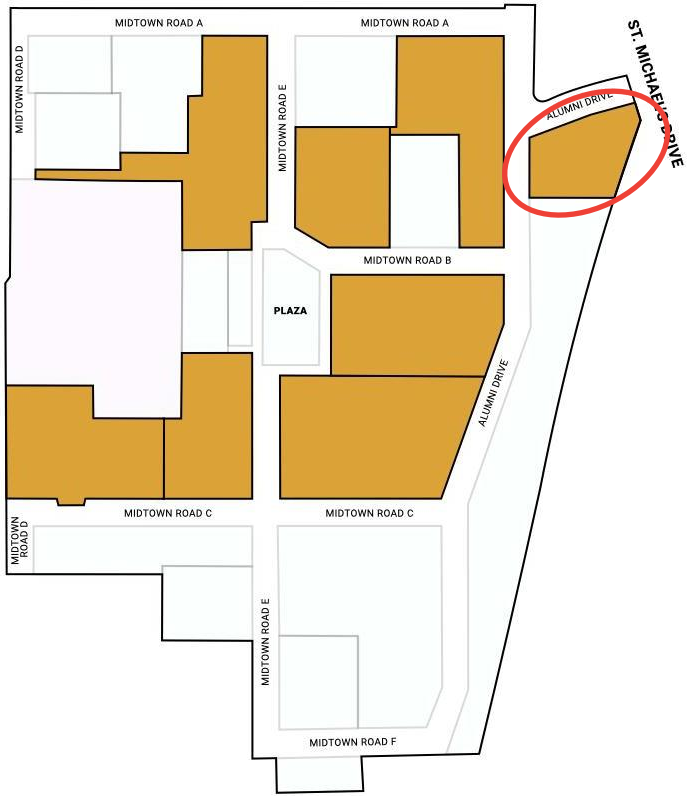
Criteria	Category
Residential Development – comply with Santa Fe Residential Green Building Code	**Environmental**
All Development – implement certain USGBC LEED credits listed as Required for New Development	
Inclusionary Housing – comply with the Santa Fe Housing Program	**Equity**
Housing Discrimination – comply with the City of Santa Fe code or charter regarding protected groups and with the State of New Mexico's Human Rights Act; and non-discrimination regarding the use of housing vouchers or sources of income	
Short Term Rentals – prohibit short term rentals	
Job Creation – provide an estimate of existing and new jobs created from development	**Economy**
Job Access – post jobs with City regarding job opportunities	
Communication – host at least one workshop or presentation for the public to learn about, and/or provide input on, the proposed development particularly regarding consistency with the Midtown Redevelopment Plans	**Culture**

Priority Evaluation Criteria

Community Development Plan Criteria	Category
Affordable Housing – use the Enterprise Green Communities program provided in the Midtown Community Development Plan	**Environmental**
Inclusionary Housing – projects that include affordable units on-site within the residential development	**Equity**
Long-term Housing Affordability – extend the required price restrictions period on affordable housing units	
Local Businesses – place small and local businesses in commercial spaces	**Economy**
Job Training – provide opportunities for job training and career development	
Community Programs – include community-oriented tenants in commercial space, such as early childhood, senior, health, after-school and summer centers, and shared learning labs/ workspaces	
Public Art – relocate existing outdoor sculpture and/or incorporate art in the design of the development	**Culture**

Proposed Exclusive Negotiation Agreements

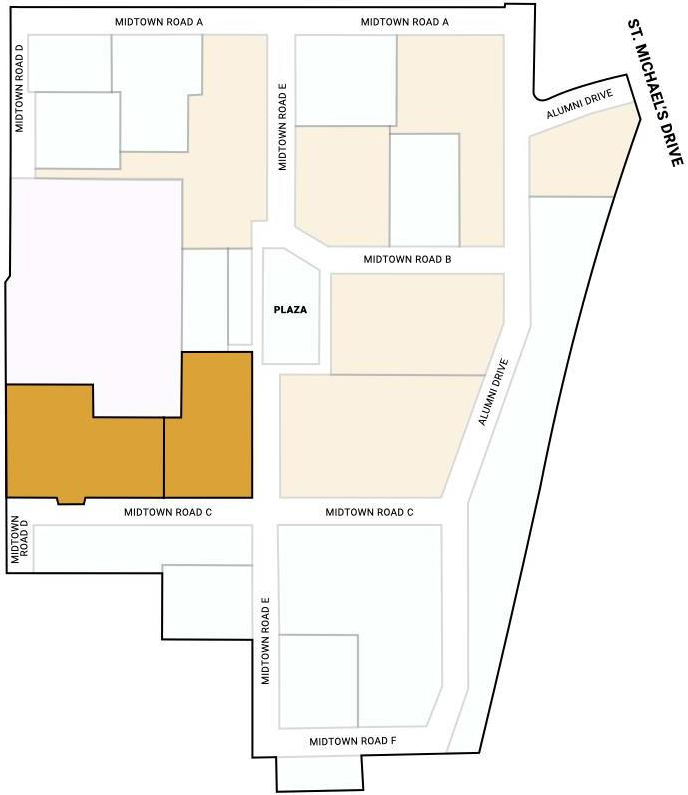
Blue Mesa Center for the Arts





Proposed Exclusive Negotiation Agreements

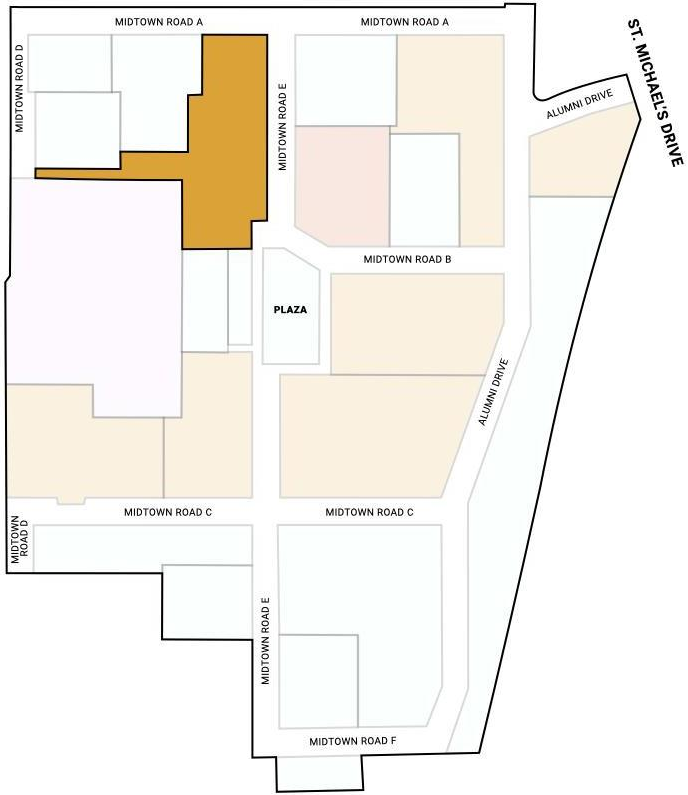
New Mexico Innovation Hub





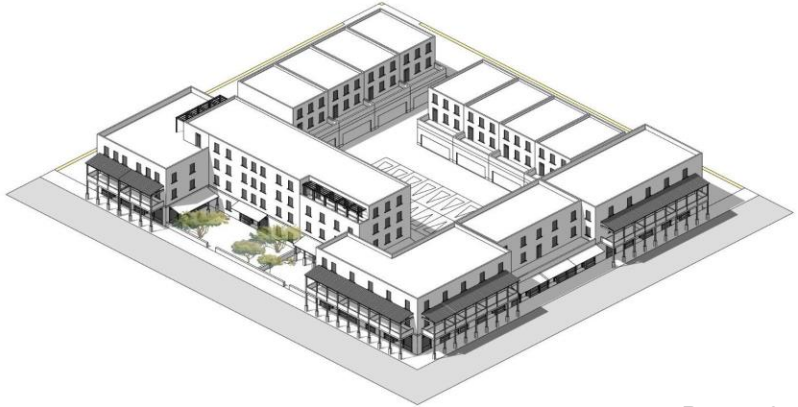


Parcel K-1b





Conceptual site under consideration for a 100% affordable housing initiative



Planning Initiatives

METROPOLITAN REDEVELOPMENT AREA

Metropolitan Redevelopment Area



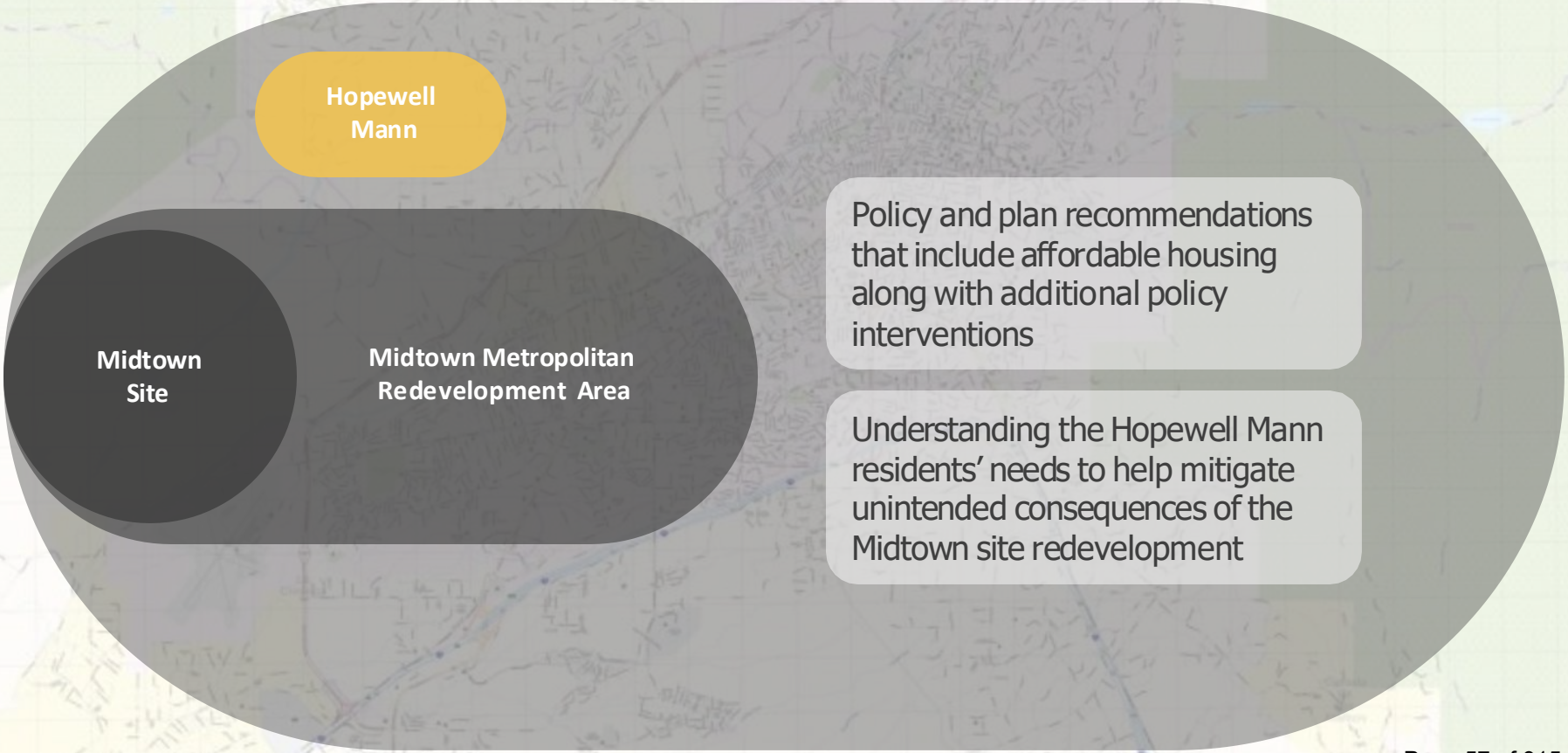
Establish Metropolitan Redevelopment Agency (MRA) to oversee the execution of the Midtown Plan (2023).

Form Metropolitan Redevelopment Commission (MRC) to guide the implementation of Midtown Plan (2024).

Attract additional funding to bolster the broader Midtown District by establishing it as Metropolitan Redevelopment Area (Coming soon).

Hopewell Mann
Neighborhood Stabilization Plan

HOPEWELL MANN - NEIGHBORHOOD STABILIZATION PLAN



Policy and plan recommendations that include affordable housing along with additional policy interventions

Understanding the Hopewell Mann residents' needs to help mitigate unintended consequences of the Midtown site redevelopment

QUESTIONS

BIG QUESTIONS



THANK YOU!

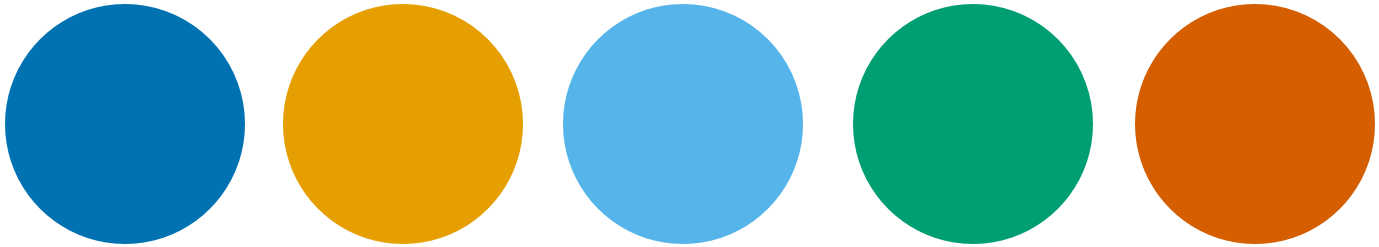
Appendix



Brand colors + tints:
100%
80%
60%
40%
20%



Color Blindness Friendly Colors



Agenda

Special Meeting of the Governing Body
October 9, 2025 at 7:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

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

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/83861796879

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: +1 (669) 444 9171 - Webinar ID: 838 6179 6879. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Michael Garcia
3. Salute to the New Mexico Flag
   a. Councilor Castro
4. Invocation and Rememberances

a. Councilor Romero-Wirth

5. Roll Call

6. Approval of Agenda

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

   a. 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 District Review Board: 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
Special Governing Body (Public Hearing): 11/19/2025

8. Adjourn

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

SUMMARY OF ACTION
SPECIAL MEETING OF THE GOVERNING BODY
THURSDAY, OCTOBER 9, 2025, 7:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 7:09 pm**	**2**
2.	**Pledge of Allegiance**	**Councilor Michael Garcia**	**2**
3.	**Salute to the NM Flag**	**Councilor Castro**	**2**
4.	**Invocation and Remembrances**	**Councilor Cassutt**	**2**
5.	**Roll Call**	**Quorum**	**2-3**
6.	**Approval of Agenda**	**Approved**	**3**
7.	**Public Comment on Bills**		
	a. Bill No. 2024017	**Heard**	**3-6**
8.	**Adjourn**	**Adjourned at 8:23 pm**	**6-7**

SPECIAL MEETING OF THE GOVERNING BODY
THURSDAY, OCTOBER 9, 2025, 7:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The special meeting of the Governing Body was called to order by Mayor Webber at 7:09 pm, on Thursday, October 9, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Michael Garcia,

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Cassutt.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Pilar Faulkner, virtually
Councilor Lee Garcia
Councilor Michael Garcia

MEMBERS ABSENT
Councilor Amanda Chavez, Excused

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager

Rebecca Munk Herman, Assistant City Attorney
Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

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

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

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

7. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

A. CONSIDERATION OF BILL NO. 2024-17. ADOPTION OF ORDINANCE NO. 2025-_____. 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, TOWN HOMES, AND RESIDENTIAL COMPLEXES ARE PERMITTED USES; CREATING USE CATEGORIES AND SUBCATEGORIES AND REORGANIZING SOME EXISTING USED 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 THE 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 ON CONTRIBUTING STRUCTURES; UPDATING DEFINITIONS FOR FACADE AND ELEVATION; PROHIBITING ENCLOSURE OF EXISTING PORCHES AND PORTALS ON PRIMARY FACADES OF CONTRIBUTING STRICTURES; 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.

Miles Conway. NM Homebuilders Association. Mr. Conway spoke in favor of the Bill.

Edward Archuleta. Old Santa Fe Association. Mr. Archuleta thanked City staff for all the hard work they have done on this. We will speak to the workings of the Bill after we have the time to digest it.

Becca Haffen. Habitat For Humanity. Ms. Haffen spoke to helpfullness of the Bill.

Daniel Werweth. Homewise. Mr. Werweth spoke in support of the Bill.

Bill Roth. Mr. Roth spoke in support of the Bill and in support of an incentive for building workforce housing.

Ann Watkins. Ms. Watkins spoke in support of the Bill.

Kat Kincaid. Ms. Kincaid spoke in support of the Bill and affordable housing incentives. She also spoke to need for additional beds for the homeless.

Adreana Billington. Ms. Billington spoke in support of the Bill.

Anthony Guida. Friends of Architecture. Mr. Guida spoke in support of the Bill.

Rick Martinez. Mr. Martinez spoke about neighborhoods not being included in these efforts.

Jamie Blosser. Ms. Blosser spoke in support of the Bill and looking at up-zoning.

Sean Evans. Al Santa Fe. Mr. Evans spoke in support of the Bill and the incentives.

Tomas Rivera. Chain Breakers. Mr. Rivera spoke in support of the Bill.

Kathy Garcia. Ms. Garcia spoke in support of the Bill.

Joe Simmons. Mr. Simmons commended City staff and spoke in support of the Bill.

Dolores Shapiro. Ms. Shapiro spoke in support of the Bill.

Pat Fagali. Ms. Fagali spoke in support of the Bill and thanked the staff.

Kristin Pells. Ms. Pells spoke in support of the Bill.

Mary Hall. Ms. Hall spoke in support of affordable housing and the Bill.

Marsha Emmertin. Ms. Emmertin spoke in support of the Bill.

Florence Frank. Ms. Frank spoke in support of the Bill.

Elizabeth West. Ms. West spoke in support of the Bill.

Ann Stanley. Ms. Stanley spoke in support of the Bill.

Jennifer Jenkins. Ms. Jenkins spoke in support of the Bill.

Helen Wenick. Ms. Wenick spoke in support of workforce housing and thanked staff for all their good work.

Varda Brachns. Ms. Brachns spoke in support of affordable housing.

Maciek. Maciek spoke in support of the Bill and housing choices.

Kaiulani Torres. Ms. Torres spoke in support of affordable housing and the Bill.

8. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 8:23 pm.

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin (Nov 2, 2025 13:12:39 MST)
_____
Elizabeth Martin, Stenographer

10-09-25 Special Governing Body Meeting Minutes

Final Audit Report 2025-11-02

Created:	2025-10-31
By:	GERALYN CARDENAS (gfcardenas@santafenm.gov)
Status:	Signed
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Agenda

Regular Meeting of the Governing Body
October 29, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

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

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/86998929976

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 869 9892 9976. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Lindell
3. Salute to the New Mexico Flag
   a. Councilor Michael Garcia
4. Invocation and Rememberances

a. Councilor Faulkner

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Biannual Municipal Court Update/Budget. (Judge Chad Chittum, Municipal Court Judge; cdchittum@santafenm.gov)

   b. Presentation of the Fiscal Year 2026 First Quarter Health Benefits Performance Analysis. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, Sarah Bolleter-Gonzales, Assistant Human Resources Director, snbolleter-gonzales@santafenm.gov, Alvin Valdez, Benefits and Wellness Manger, aavaldez1@santafenm.gov. AON Staff Member, Trey Sarsfield, Consulting Actuary)

   c. Midtown Update. (Mark Scott, City Manager; mscott@santafenm.gov and Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov)

9. Action Items: Consent Agenda

   a. Request for Approval of the October 8, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 10/29/2025

   b. Request for Approval of the 2026 Governing Body and Council Committee Meeting Calendar. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Governing Body: 10/29/2025

   c. Request for Approval of the 2026 City of Santa Fe Employee Calendar. (Bernadette Salazar, Human Resources Director; bjsalazar@santafenm.gov)

      Committee Review:
      Governing Body: 10/29/2025

   d. Request for Approval of Ratification of City Manager's Approval of the 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. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

Committee Review:
Governing Body: 10/29/2025

e. 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

f. Request for Approval of 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 $249,950 for the Reconstruction of the Airport Lighting Vault - Phase 1. (Paulette Ortiz, Grant Administrator; pkortiz@santafenm.gov)

Committee Review:
Governing Body: 10/29/2025

g. 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

h. 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

i. 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

j. 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 and Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

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

k. 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

l. Request for Approval of the New Mexico, Department of Finance and 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

m. 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 of an Additional $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

n. 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

o. 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

p. 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

q. 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 the 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

r. 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

s. 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

t. 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.

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 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

v. 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

w. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $92,509 from the General Fund Balance to the Municipal Court 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: 10/29/2025

x. 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

y. 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

z. 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

aa. 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

bb. 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

cc. 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

dd. 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

ee. 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

ff. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the
Amount of $175,000 to FY26 for Teen Center Remodel and Replacement for 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

gg. Request for Approval of a Budget Amendment Resolution (BAR) Appropriating Bond Proceeds, Premiums and Issuance Fees for the 2025 General Obligation 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

hh. 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

ii. 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

jj. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Pilar Faulkner)
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 **(POSTPONED TO GOVERNING BODY 11/12/2025 & REFERRED BACK TO COMMITTEE)**
Public Works and Utilities Committee: 11/03/2025
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

10. Action Items: Discussion Agenda

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**
    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, Through a Quarterly Litigation Update, Including, but not Limited to, Discussion of *Pueblo of Sandia v. City of Rio Rancho and Mike Hamman, New Mexico State Engineer*, Ct. App. No. A-1-CA-42980; *King County v. Turner and the U.S. Department of Housing and Urban Development, et. al*, 2:25-cv-00814; and *Damian Vigil v. City of Santa Fe and K-9 Services*, and Subpart (H)(8), Discussion of the Purchase, Acquisition, or Disposal of Real Property or Water Rights, in Particular, Disposition of a Property Leased to La Familia Medical Center at 1035 Alto Street and Disposition of Parcels of the Midtown Property located at 1600 St. Michael's Drive. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

13. Executive Session Action Items

    a. Approval of City of Santa Fe Joining Santa Fe County as an Amicus in *Pueblo of Sandia v. City of Rio Rancho and Mike Hamman, New Mexico State Engineer*, Ct. App. No. A-1-CA-42980.

    b. Approval of Attorney-Client Privileged Recommended Next Steps in *Damian Vigil v. City of Santa Fe and K-9 Services*, D-101-CV-2023-00106.

    c. Approval of Contract for Pro-Bono Legal Representation by the Public Rights Project in *City and County of San Francisco et al vs. Trump*, 3:25-cv-01350.

    d. Approval of Contract for Pro-Bono Legal Representation by the Public Rights Project in *San Francisco Unified School District and City of Santa Fe v. Americorps*, 3:25-cv-02425.

    e. Approval to Join other Municipalities and Counties in *King County v. Turner and the U.S. Department of Housing*, et. al, 2:25-cv-00814, Challenging Illegal Grant Requirements in Federal Grants from the Housing and Urban Development Department and Other Federal Departments.

    f. Approval of Contract for Pro-Bono Legal Representation by the Public Rights Project in *King County v. Turner and the U.S. Department of Housing*, et. al, 2:25-cv-00814.

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number I3319, Control Number C5243319, to Acquire Rights of Way for and to Plan, Design, Construct, and Improve the Intersection of Rufina Street and Lopez Lane. (Regina Wheeler, Public Utilities Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number J3296, Control Number C5253296, to Acquire Rights of Way for and to Plan, Design, and Construct Improvements to Rufine Street and Lopez Lane Intersection and Accepting Responsibility for the Project. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

c. CONSIDERATION OF BILL NO. 2025-25. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jamie Cassutt)
A Bill Updating the Rates and Service Charges for Water Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review Schedule:
Governing Body (Introduced): 10/29/2025
Governing Body (Public Comment): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 01/14/2025 (PENDING APPROVAL OF MEETING DATES)

17. Petitions from the Floor

a. Public Comments

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

    a. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025____.(Councilor Jamie Cassutt, Councilor Signe Lindell, Councilor Alma Castro, and Councilor Pilar Faulkner)
    A Bill Amending SFCC 1987, Section 5-2, to Define "Abandonment" and "Unattended Animal"; Section 5-5.4 to Prohibit Keeping an Animal On any Median; and Section 5-8.4 to Specify that Abandoning an Animal Will Incur a Fine; Creating a New Section, 5-8.14, "Unattended Animal", Prohibiting Unattended Animals and Imposing a Fine; and Amending Table 15-12.1 to Increase the Fine for Abandoning an Animal From $200 to $500, Impose a $200 Fine for a First Unattended Animal Offense and a $500 Fine for Subsequent Offenses, and Impose A $200 Fine for Keeping Animals on Medians. (Thomas Grundler, Deputy Chief of Police; Paul Joye, Chief of Police)

    Committee Review:
    Governing Body (Introduced): 10/8/2025
    Governing Body (Public Comment): 10/29/2025
    Quality of Life Committee: 11/5/2025
    Finance Committee: 11/10/2025
    Governing Body: 12/10/2025

19. Final Action on Legislation (Public Hearing)

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

21. Appointments

    a. Sister Cities Committee

    - Jeff Case - Reappointment - Term Ending 10/2027
    - Ron Press - Appointment to Member - Term Ending 10/2027
    - Kerri Cottle - Reappointment - Term Ending 10/2027

22. Adjourn

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

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, OCTOBER 29, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:04pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Lindell**	**3**
3.	**Salute to the NM Flag**	**Councilor Michael Garcia**	**3**
4.	**Invocation and Remembrances**	**Councilor Romero-Wirth**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**		
	a. Municipal Court Budget	**Postponed**	**4**
	b. Health Benefits	**Heard**	**4**
	c. Midtown Update	**Postponed**	**4**
9.	**Action Items: Consent Agenda**	**Approved**	**5-11**
10.	**Action Items: Discussion Items**	**None**	**12**
11.	**Matters from the City Manager**	**Heard**	**12**
12.	**Matters from the City Attorney**	**Heard**	**12**
	Executive Session	**Held**	**12-13**
13.	**Executive Session Action Items**		
	a. Approval Joining Case	**Approved**	**14**
	b. Approval Next Steps	**Approved**	**14**
	c. Approval Representation	**Approved**	**14-15**
	d. Approval Representation	**Approved**	**15**

	e.	Approval Joining Case	Approved	15-16
	f.	Approval Representation	Approved	16
17.	Petitions From The Floor		Heard	16
14.	Matters from the City Clerk		Heard	16
15.	Communications Gov. Body		Heard	16-17
16.	Introduction of Legislation			
	a.	Resolution No. 2025-_____	Introduced	17
	b.	Resolution No. 2025-_____	Introduced	17
	c.	Bill No. 2025-25	Introduced	17
18.	Public Comments on Bills			
	a.	Bill No. 2025-22	Heard	17-18
19.	Final Action on Legislation		None	18
20.	Public Hearings		None	18
21.	Appointments			
	a.	Sister Cities Committee	Approved	18
22.	Adjourn		Adjourned at 8:26 pm	18-19

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, OCTOBER 29, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:04 pm, on Wednesday, October 29, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Lindell.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Romero-Wirth.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Michael Garcia

MEMBERS ABSENT
Councilor Pilar Faulkner, Excused

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager

Erin McSherry, City Attorney
Geralyn Cardenas, Deputy City Clerk

6. APPROVAL OF AGENDA

Ms. Cardenas stated that items 8 (A and C) have been removed from the agenda.

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

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

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

7. APPROVAL OF CONSENT AGENDA

Councilor Cassutt removed item 9 (JJ) from the agenda for discussion.

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

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

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

8. PRESENTATIONS

A. BIANNUAL MUNICIPAL COURT UPDATE/BUDGET

Removed from the agenda.

B. PRESENTATION OF THE FISCAL YEAR 2026 FIRST QUARTER HEALTH BENEFITS PERFORMANCE ANALYSIS.

Given.

C. MIDTOWN UPDATE

Removed from the agenda.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE OCTOBER 8, 2025, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF THE 2026 GOVERNING BODY AND COUNCIL COMMITTEE MEETING CALENDAR

Approved on consent.

C. REQUEST FOR APPROVAL OF THE 2026 CITY OF SANTA FE EMPLOYEE CALENDAR

Approved on consent.

D. REQUEST FOR APPROVAL OF RATIFICATION OF CITY MANAGER'S APPROVAL OF THE 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.

Approved on consent.

E. 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.

Approved on consent.

F. REQUEST FOR APPROVAL OF 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 $249,950 FOR THE RECONSTRUCTION OF THE AIRPORT LIGHTING VAULT - PHASE 1.

Approved on consent.

G. 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.

Approved on consent.

H. 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.

Approved on consent.

I. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $112,000 FROM ROAD IMPACT FEES T FY26 COMPLETE STREETS REVENUE AND EXPENSES FOR THE COMPLETION OF THE ENGINEERING DESIGN OF HENRY LYNCH ROAD RECONSTRUCTION PROJECT.

Approved on consent.

J. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $510,214 TO INCREASE THE REPAIRS AND MAINTENANCE AND PROFESSIONAL CONTRACTS USING FY26 AVAILABLE AIRPORT REVENUE IN EXCESS OF BUDGETED EXPENDITURES.

Approved on consent.

K. 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.

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.

Approved on consent.

L. REQUEST FOR APPROVAL OF THE NEW MEXICO DEPARTMENT OF

FINANCE AND 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.

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.

Approved on consent.

M. 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.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE GRANT PROCEEDS OF AN ADDITIONAL $525,000 INTO FY26 REVENUE AND EXPENSES FOR FIRE SUPPORT SERVICES.

Approved on consent.

N. 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.

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.

Approved on consent.

O. 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.

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.**

Approved on consent.

P. 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.

1. **REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $200,000 FROM AVAILABLE GENERAL FUND BALANCE TO PARKS AND OPEN SPACE FY26 REVENUE AND WIP CONSTRUCTION FOR THE MRC IRRIGATION PROJECT.**

Approved on consent.

Q. 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 THE SHELBY PEDESTRIAN BRIDGE REPLACEMENT.

Approved on consent.

R. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICE CONTRACT WITH SKM ENGINEERING FOR AN ON-CALL SCADA AND CONTROLS ENGINEERING SERVICES IN THE TOTAL AMOUNT OF $346,200 INCLUDING NMGRT FOR A FOUR-YEAR TERM.

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.**

Approved on consent.

S. 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.

Approved on consent.

T. 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.

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.

Approved on consent.

U. 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.

Approved on consent.

V. 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.

Approved on consent.

W. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $92,509 FROM THE GENERAL FUND BALANCE TO THE MUNICIPAL COURT BUDGET.

Approved on consent.

X. REQUEST FOR APPROVAL FO 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.

Approved on consent.

Y. 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.

Approved on consent.

Z. 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.

Approved on consent.

AA. 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.

Approved on consent.

BB. 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 KNOWS 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.

Approved on consent.

CC. 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.

Approved on consent.

DD. 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.

Approved on consent.

EE. 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.

Approved on consent.

FF. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO RE-APPROPRIATE UNUSED FUNDING FROM FY25 IN THE AMOUNT OF $175,000 TO FY26 FOR TEEN CENTER REMODEL AND REPLACEMENT FOR ICE ARENA REPAIR AND MAINTENANCE.

Approved on consent.

GG. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) APPROPRIATING BOND PROCEEDS, PREMIUMS AND ISSUANCE FEES FOR THE 2025 GENERAL OBLIGATION BOND ISSUE.

Approved on consent.

HH. 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.

Approved on consent.

II. 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.

Approved on consent.

JJ. CONSIDERATION OF RESOLUTION NO. 2025-_____. 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.

Councilor Lindell left the meeting.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to refer the Resolution back to committees as follows: Public Works - November 3rd, Quality of Life - November 5th, Finance - November 10th and Governing Body - November 12th.

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

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

10. ACTION ITEMS: DISCUSSION AGENDA

None.

11. MATTERS FROM THE CITY MANAGER

Heard

12. MATTERS FROM THE CITY ATTORNEY

Heard

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

A. EXECUTIVE SESSION

IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPART (H)(7), ATTORNEY-CLIENT PRIVILEGED DISCUSSION OF PENDING AND THREATENED LITIGATION, THROUGH A QUARTERLY LITIGATION UPDATE, INCLUDING, BUT NOT LIMITED TO, DISCUSSION OF *PUEBLO OF SANDIA V. CITY OF RIO RANCHO* AND *MIKE HAMMAN, NEW MEXICO STATE ENGINEER,* CT. APP. NO. A-1-CA-42980; *KING COUNTY V. TURNER AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, ET. AL, 2:25-CV-00814;* AND *DAMIAN VIGIL V. CITY OF SANTA FE* AND *K-9 SERVICES,* AND SUBPART (H)(8); DISCUSSION OF THE PURCHASE, ACQUISITION, OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS, IN PARTICULAR, DISPOSITION OF A PROPERTY LEASED TO LA FAMILIA MEDICAL CENTER AT 1035 ALTO STREET AND DISPOSITION OF PARCELS OF THE MIDTOWN PROPERTY LOCATED AT 1600 ST. MICHAEL'S DRIVE.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to enter into Executive Session in accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7) and Subpart (H)(8).

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

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

The Governing Body entered into Executive Session at 5:40 pm.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to reconvene in open session and that no items were discussed in Executive Session other than those as noticed.

Councilor Lindell re-joined the meeting during the Executive Session.

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

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

The Governing Body reconvened in open session at 7:36 pm.

13. EXECUTIVE SESSION ACTION ITEMS

A. APPROVAL OF CITY OF SANTA FE JOINING SANTA FE COUNTY AS AN AMICUS IN *PUEBLO OF SANDIA V. CITY OF RIO RANCHO* AND *MIKE HAMMAN, NEW MEXICO STATE ENGINEER,* CT. APP. NO. A-1-CA-42980.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve the City of Santa Fe joining Santa Fe County as an Amicus in *Pueblo of Sandia v. city of Rio Rancho* and *Mike Hamman, New Mexico State Engineer,* Ct. App. No. A-1-CA-42980.

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

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

B. APPROVAL OF ATTORNEY-CLIENT PRIVILEGED RECOMMENDED NEXT STEPS IN *DAMIAN VIGIL V. CITY OF SANTA FE* AND *K-9 SERVICES,* D-101-CV-2023-00106.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve the Attorney recommended next steps in *Damian Vigil v. City of Santa Fe* and *K-9 Services,* D-101-CV-2023-00106.

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

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

C. APPROVAL OF CONTRACT FOR PRO-BONO LEGAL

REPRESENTATION BY THE PUBLIC RIGHTS PROJECT IN *CITY AND COUNTY OF SAN FRANCISCO ET AL VS. TRUMP,* 3:25-CV-01350.

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

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

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

Councilor Michael Garcia recused himself from items 13 (D, E and F) and left the meeting.

D. APPROVAL OF CONTRACT FOR PRO-BONO LEGAL REPRESENTATION BY THE PUBLIC RIGHTS PROJECT IN *SAN FRANCISCO UNIFIED SCHOOL DISTRICT* AND *CITY OF SANTA FE V. AMERICORPS, 3:25-CV-02425.*

MOTION A motion was made by Councilor Romero-Wirth, seconded by councilor Castro, to approve the contract as stated.

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

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

E. APPROVAL TO JOIN OTHER MUNICIPALITIES AND COUNTIES IN *KING COUNTY V. TURNER* AND *THE U.S. DEPARTMENT OF HOUSING, ET. AL, 2:25-CV-00814,* CHALLENGING ILLEGAL GRANT REQUIREMENTS IN FEDERAL GRANTS FROM THE HOUSING AND URBAN DEVELOPMENT DEPARTMENT AND OTHER FEDERAL DEPARTMENTS.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve joining other municipalities and counties in *King County v. Turner* and *the U. S. Department of Housing , et. Al, 2:25-cv-00814.*

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes;

Councilor Castro, yes; Councilor Chavez, yes; Councilor Lee Garcia, yes, Mayor Webber, yes.

F. APPROVAL OF CONTRACT FOR PRO-BONO LEGAL REPRESENTATION BY THE PUBLIC RIGHTS PROJECT IN *KING COUNTY V. TURNER* AND THE *U. S. DEPARTMENT OF HOUSING, ET. AL, 2:25-CV-00814.*

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

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

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

Councilor Michael Garcia returned to the meeting.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro to make item 17, Petitions From the Floor, the next order of business.

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

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

17. PETITIONS FROM THE FLOOR

Erick Fuentes. Mr. Fuentes spoke about a petition and notice of liability due to historic erasure under this administration.

Scott Bunton. Mr. Bunton spoke in favor of the living wage.

Julia Wyrick. Ms. Wyrick spoke in support of the living wage.

Rich C De Baca. Mr. C De Baca, owner of Big Joes, spoke about the living wage and the impact on wages and prices.

Mary Ann Stickler. Ms. Stickler spoke about short term rentals and the need for enforcement of the Ordinance.

Daniel Ortiz. Mr. Ortiz thanked the Council for their service and spoke about the Soldiers Monument.

Elizabeth West. Ms. West thanked the Council for their service and spoke about a video on social media and the amendment Councilor Lee Garcia introduced on the code updates that failed.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO DEPARTMENT OF TRANSPORTATION, APPROPRIATION ID NUMBER 13319, CONTROL NUMBER c5243319, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE THE INTERSECTION OF RUFINA STREET AND LOPES LANE.

Introduced.

B. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO DEPARTMENT OF TRANSPORTATION, APPROPRIATION ID NUMBER I3319, CONTROL NUMBER C5243319, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT IMPROVEMENTS TO RUFINA STREET AND LOPEZ LANE INTERSECTION AND ACCEPTING RESPONSIBILITY FOR THE PROJECT.

Introduced.

C. CONSIDERATION OF BILL NO. 2025-25, ADOPTION OF ORDINANCE NO. 2025-_____. A BILL UPDATING THE RATES AND SERVICE CHARGES FOR WATER UTILITY SERVICES.

Introduced.

18. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

A. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025_____. A BILL AMENDING SFCC 1987, SECTION 5-2, TO DEFINE "ABANDONMENT" AND "UNATTENDED ANIMAL", SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; SECTION 5-8.4 TO SPECIFY THAT ABANDONING AND ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8-14, "UNATTENDED ANIMAL", PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM $200 TO $500, IMPOSE A $200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A $500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A $200 FINE FOR KEEPING ANIMALS ON MEDIANS.

Judith Gabriel. Ms. Gabriel spoke in opposition to the Bill.

Evelyn O'Keefe. Ms. O'Keefe spoke in opposition to the Bill.

Elizabeth West. Ms. West said she is hopes there can be compromise on this Bill.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

None.

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

None.

21. APPOINTMENTS

A. SISTER CITIES COMMITTEE

- **JEFF CASE - REAPPOINTMENT - TERM ENDING 10/2027**
- **RON PRESS - APPOINTMENT TO MEMBER - TERM ENDING**

10/2027
- **KERRI COTTLE - REAPPOINTMENT - TERM ENDING 10/2027**

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Chavez, to approve the appointments to the Sister City Committee.

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

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

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 8:26 pm.

_____
Mayor Alan Webber

Attested To By:

_____
Geralyn F. Cardenas, Deputy City Clerk

Respectfully Submitted By:
Elizabeth Martin
Elizabeth Martin (Nov 6, 2025 16:55:38 MST)
_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
October 29, 2025

The Governing Body of the City of Santa Fe met in an executive session duly called on October 29, 2025, beginning at 5:44 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, Through a Quarterly Litigation Update, Including, but not Limited to, Discussion of *Pueblo of Sandia v. City of Rio Rancho and Mike Hamman, New Mexico State Engineer*, Ct. App. No. A-1-CA-42980; *King County v. Turner and the U.S. Department of Housing and Urban Development, et. al*, 2:25-cv-00814; and *Damian Vigil v. City of Santa Fe and K-9 Services*, and Subpart (H)(8), Discussion of the Purchase, Acquisition, or Disposal of Real Property or Water Rights, in Particular, Disposition of a Property Leased to La Familia Medical Center at 1035 Alto Street and Disposition of Parcels of the Midtown Property located at 1600 St. Michael's Drive. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

PRESENT
Mayor Webber
Councilor Lindell (arrived at 6:23 p.m. and left at 7:30 p.m.)
Councilor Castro
Councilor M. Garcia (left at 7:01 p.m. for conflict with employer and returned at 7:04 p.m.)
Councilor L. Garcia
Councilor Cassutt
Councilor Chavez
Councilor Romero-Wirth

STAFF PRESENT
Mark Scott, City Manager
Andrea Philips, Deputy City Manager
Erin McSherry, City Attorney
Geralyn Cardenas, Deputy City Clerk
Marcos Martinez, Senior Assistant City Attorney
Terry Lease, Asset Development Manager (arrived 5:44 p.m. and left at 6:22 p.m.)
Chris Ryan, Assistant City Attorney (virtual) (arrived at 6:23 p.m. left at 6:51 p.m.)
Scott Hatcher, Outside Counsel (virtual) (arrived at 6:23 p.m. left at 6:51 p.m.)
Melanie Lovato, Risk Analyst (virtual) (arrived at 6:30 p.m. left at 6:51 p.m.)
Elisa Montoya, Community Development Director (arrived 7:02 p.m. and left at 7:30 p.m.)
Carly Venditti; Asset Development Manager (arrived 7:02 p.m. and left at 7:30 p.m.)

There being no further business to discuss, the executive session was adjourned at 7:30 p.m.

Geralyn Cardenas, Deputy City Clerk

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.: Restaurant A Liquor Lic. APPL #BLA-10256
Name of Applicant: TT & M LLC
Doing Business As: Kohnami Japanese Restaurant
Proposed Location: 313 S. Guadalupe St., Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **April 22, 2025** at 4:00 PM by video hearing, on the application of **TT & M LLC** (Applicant) for:

1. Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at Kohnami Japanese Restaurant, 313 S. Guadalupe Street, which is within 300 feet of Our Lady of Gudalupe Church, located at 100 S. Guadalupe Street.
2. If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only and Patio Service, to be located at Kohnami Japanese Restaurant, 313 S. Guadalupe Street.

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

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

FINDINGS OF FACT

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

    a. October 29, 2025 letter from Geralyn F. Cardenas, Deputy City Clerk
    b. December 8, 2025 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. Restaurant A Intake application with Business, Premises, and Payment information

d. April 29, 2025 zoning verification from Land Use Planner Stephanie Perea, confirming that the property is BCD Business-Capitol District and is within the Sandoval/Montezuma Sub-district and lies within the Historic Transition Historic Overlay District.
e. Site plan
f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
g. 300' buffer map
h. Applicant supplemental information
i. Staff verification supplemental information
j. Fire Inspection Worksheet
k. Staff Verification Form
l. Santa Fe Land Development Code Table of Permitted Uses and zoning district map

2. City Clerk staff member Xavier Vigil presented the application.
3. Applicant was represented by Zin Lin Htike.
4. Applicant was offered the opportunity to present testimony or evidence.
5. No members of the public appeared to testify.
6. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on October 1, 2025 and October 8, 2025 and on the City's website.
7. The Application is for a waiver of the 300-foot location restriction to allow the sale of alcohol at Kohnami Japanese Restaurant, 313 S. Guadalupe Street, which is within 300 feet of Our Lady of Gudalupe Church, located at 100 S. Guadalupe Street.
   If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only and Patio Service, to be located at Kohnami Japanese Restaurant, 313 S. Guadalupe Street.
8. There is no record of violations.
9. The business is expected to be open Monday to Friday 11:30am to 9pm; Fri to Sat 11:30-9:30; Sunday noon to 9pm.
10. The business is expected to serve an additional 30 customers per day.
11. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
12. The proposed location is not expected to cause a substantial change in litter or noise.
13. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
14. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
15. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
16. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

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

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

CONDITIONS OF APPROVAL

1. An inspection conducted by the City of Santa Fe's Fire Marshal failed, and as a condition of approval, correction of the failed inspection needs to be completed prior to issuance of the City of Santa Fe Liquor License.
2. Applicant is required to comply with all city ordinances.

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

/s/ Renee Barela-Gutierrez Date: 10/30/2025
Renee Barela-Gutierrez

City of Santa Fe, New Mexico

memo

DATE: October 29, 2025

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

FROM: Geralyn F. Cardenas, Deputy City Clerk

ITEM & ISSUE

Request from TT & M, LLC dba Kohnami Japanese Restaurant, for a Waiver of the 300-Foot Location Restriction, and a Request for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only and Patio Service.

BACKGROUND AND SUMMARY

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at Kohnami Japanese Restaurant, 313 S. Guadalupe Street, which is within 300 feet of Our Lady of Gudalupe Church, located at 100 S. Guadalupe Street.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only and Patio Service, to be located at Kohnami Japanese Restaurant, 313 S. Guadalupe Street.

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

An inspection conducted by the City of Santa Fe's Fire Marshal failed, and as a conditional of approval, correction of the failed inspection needs to be completed prior to issuance of the City of Santa Fe Liquor License.

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

ACTION REQUESTED

Consideration of the above request

Attachments: Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Staff Reports

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

RECEIVED - CITY CLERK
'25 SEP 12

September 8, 2025
By Certified Mail No.: 7021 2720 0001 2205 0085

7021 2720 0001 2205 0085

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

Lic. No. | Appl. No.:	Restaurant A Liquor Lic. APPL #BLA-10256
Name of Applicant:	TT & M LLC
Doing Business as:	KOHNAMI JAPANESE RESTAURANT
Proposed Location:	313 S. GUADALUPE ST. SANTA FE, NM 87501

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted Conditional Preliminary Approval. The Application was forwarded to the City of Santa Fe by USPS Certified Mail #7021 2720 0001 2205 0023 for Local Option District approval or disapproval of the Liquor License Application and also required approval of a distance waiver as the proposed premises is within 300 ft. of the nearest church. Pursuant to our telephone conversation on September 8, 2025, I am returning the Application for action by the City.

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

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

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

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

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

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.

2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A RESTAURANT A LICENSE WITH ON-PREMISES CONSUMPTION AND PATIO SERVICE. APPLICANT IS REQUESTING A DISTANCE WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT. OF THE NEAREST CHURCH.

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

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

Respectfully,

Tammy Sandoval

Tammy Sandoval, Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 795-4165
Email: tammy.sandoval@rld.nm.gov

Enclosures:

1. Original Application (*Application Page 1 must be signed and returned w/ LOD Approval Letter and Notices of Publication*)
2. Copy of Zoning Statement
3. Copy of Floor Plan

Business Information

Business Information

Business Name: TT & M LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX1790
State Tax ID Number: XX-XXXXX2-00-0
Business Email: nandahtike8780@gmail.com
Business Phone: 5059842002

Contact Person Information

Contact Person Name: Zin Lin Htike
Contact Person Phone: 3175998813
Contact Person Email: kohnami2025@gmail.com

Business Mailing Address

Mailing Street: 27 Avenida Colibri
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87508
Mailing Country: US

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

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000010256

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):KOHNAMI JAPANESE RESTAURANT

Proposed Premises Physical Address

Physical Street: 313 S. GUADALUPE ST.

Physical City: Santa Fe

Physical Zip Code: 87501

Physical State: New Mexico

Physical County: Santa Fe

Local Option District: Santa Fe City

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

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

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

Specify Owner(s) of the land and building: 319 S GUADALUPE ST SANTA FE ,NM 87501

Specify Date and Terms of Lease/Operating Agreement: may 1 ,2025

Zoning

Is the proposed premises location zoned? Yes

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

Specify the zone for proposed premises location (example C-1).: 313 S GUADALUPE ST SANTA FE ,NM 87501

Distance from nearest School

Name of School: CARLOS GILBERT ELEMENTARY SCHOOL

School Street: 300 GRIFFIN ST

School City: SANTA FFE

School State: New Mexico

School Zip Code: 87501

School Country: United States

School Distance (in feet): More than 1000

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

Distance from nearest Church

Name of Church: OUR LADY OF GUADALUPE CHURCH
Church Street: 100 S GUADALUPE ST
Church City: SANTA FE
Church State: New Mexico
Church Zip Code: 87501
Church Country: United States
Church Distance (in feet): Less than 300

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.
The Liquor Control Act prohibits the issuance of a license to a proposed premises within 300 feet of a church or school. However, a license may be granted for a proposed premises if the applicant has obtained a waiver from the local option district governing body for the proposed premises location.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?
☐A license has never been issued to the location of the proposed premises.
☑A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?
You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.
Previous owner sold beer and wine

Licenses at Proposed Premises
Please specify the active New Mexico licenses currently held by the proposed premises.
If you need to view, edit, or delete any records, click the down arrow under action for that specific record.
No records to display.

Questions

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

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000010256

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

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

Attestation/Oath

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

Attestation Signature: Zin Lin Htike

Date: 05/14/2025

City of Santa Fe, New Mexico
200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

COPY

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

April 29, 2025

Zinlin Htike
TT &M LLC
313 South Guadalupe Street
Santa Fe, NM 87501

RE: Zoning Verification for 313 S Guadalupe Street, Santa Fe, NM

Dear Mr. Htike,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District and is within the Sandoval/Montezuma Sub-district and lies within the Historic Transition Historic Overlay District.

14-4.3 (E) BCD BUSINESS-CAPITOL DISTRICT

(1)Purpose

In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic wellbeing 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.

(3) Townscape Subdistricts

(a) The existing townscape subdistricts include: Alameda Street, Barrio de Analco, Cerrillos Road, Don Gaspar, East Marcy/East Palace, Loretto, Marcy, McKenzie Street, Old Santa Fe Trail, Plaza/San Francisco, Rosario Boulevard/NW Paseo de Peralta, Sandoval/Montezuma, State Capitol and Westside.

(b) The townscape subdistricts are intended to:

(i) preserve the overall aesthetic quality of the BCD;

(ii) maintain diversity among the various subdistricts; and

(iii) protect the unique features, recognizable historic character and other common identifying characteristics of each subdistrict.

(c) 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. 14-7.4 - BUSINESS-CAPITOL DISTRICT

(1) Standards for Entire District

(B) Additional Regulations

COPY

(c) Drive-in or Drive-through Facilities Drive-in or drive-through facilities are permitted as principal or accessory uses and structures in the Rosario Boulevard/Northwest Paseo de Peralta, Sandoval/Montezuma and Cerrillos Road Subdistricts, where traffic generated by the use will not substantially interfere with existing vehicular and pedestrian traffic. Drive-in or drive-through facilities are prohibited in the other subdistricts of the BCD.

(3) Design Objectives for Individual Townscape Subdistricts The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:

(I) Sandoval/Montezuma Subdistrict:

(i) recognize that the area is in transition;

(ii) encourage adaptive reuse of existing buildings on Guadalupe Street and existing bungalows on west Manhattan, Read, Garfield, Montezuma and Aztec Streets;

(iii) maintain and strengthen the continuity of the existing street façade on the east side of Guadalupe Street;

(iv) encourage access from side streets ;

(v) discourage additional curb cuts on main streets ; and (vi) encourage redevelopment of under-used property along Sandoval Street and Cerrillos Road. Development standards for the Townscape Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1, and development standards for the Historic Districts may be found within Santa Fe City Code, Chapter 14-5.2.

Full service restaurants, which may or may not have patio services, with incidental alcohol service for on-site consumption are permitted uses in the BCD district.

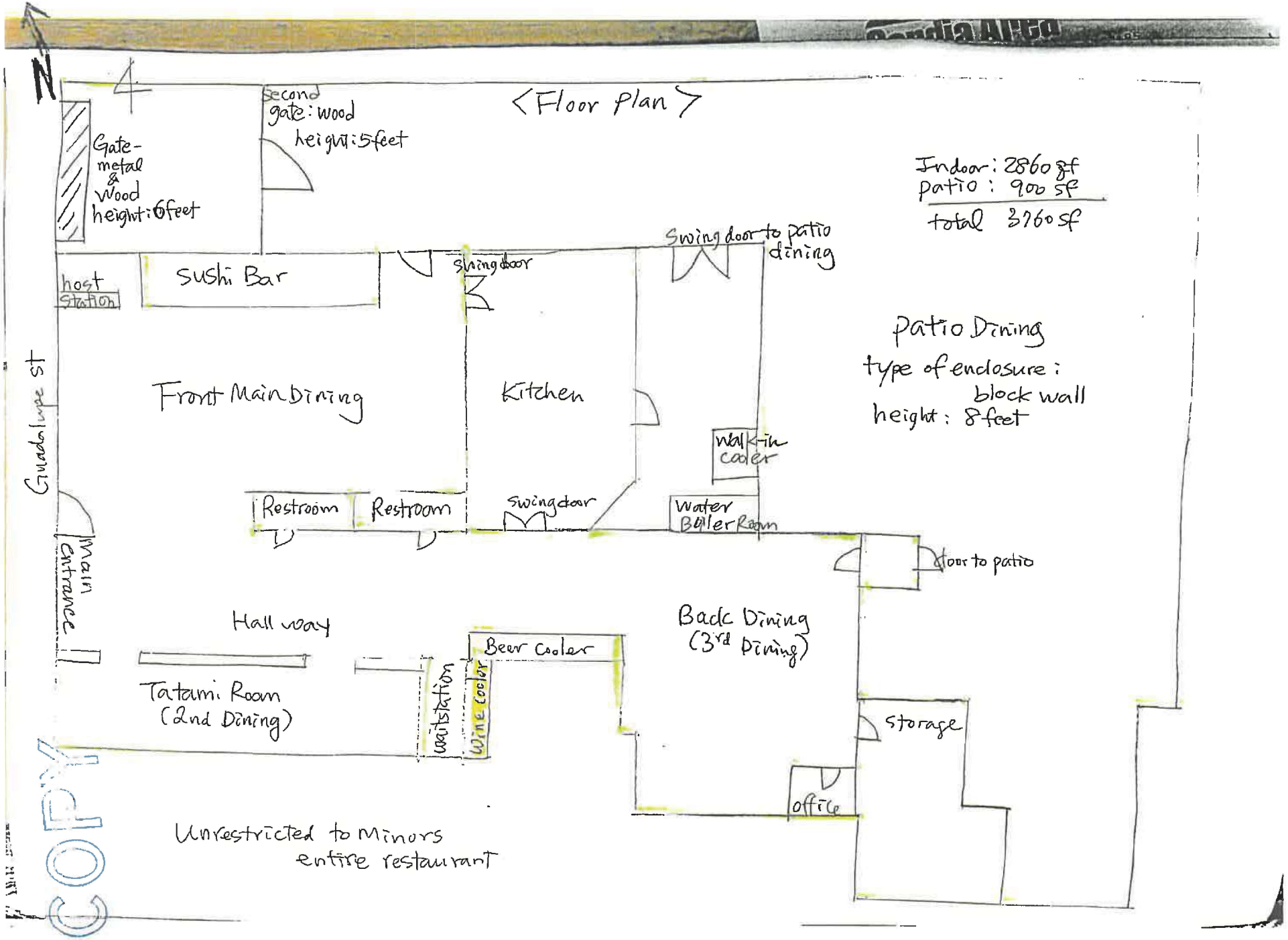
Additionally, the entire property lies within the Downtown and Eastside Historic Overlay District. Please contact the Historic Preservation Division at 505-955-6661 regarding any questions associated with the Historic Overlay District. For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

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

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

Stephanie Perea

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


N
<Floor Plan>
Second gate: wood height: 5 feet
Gate - metal & Wood height: 6 feet
Indoor: 2860 sf
patio: 900 sf
total 3760 sf
Swing door to patio dining
Swing door
host station
Sushi Bar
Guadalupe st
Front Main Dining
Kitchen
Patio Dining
type of enclosure: block wall
height: 8 feet
walk-in cooler
Restroom
Restroom
Swing door
Water Boiler Room
door to patio
Main Entrance
Hall way
Back Dining (3rd Dining)
Beer Cooler
Tatami Room (2nd Dining)
waitstation
Wine cooler
storage
office
Unrestricted to Minors entire restaurant
COPY

City of Santa Fe

COPY

AUG 25 2025

Alcoholic Beverage Control

Certified Mail No.1: 7013 0600 0000 5934 1267

August 20, 2025

Ms. Tammy Sandoval, Hearing Officer
Alcoholic Beverage Control Division
P.O. Box 25101
Santa Fe, New Mexico 87504-5101

RE: Request from TT & M, LLC for a Restaurant A Liquor License with On-Premise Consumption with Patio Service.

Dear Ms. Sandoval:

The City Clerk's office is in receipt of the application for a Restaurant A Liquor License with On-Premise Consumption with Patio Service from TT & M, LLC. At this time, the City will neither approve or disapprove the application and allow Alcoholic Beverage Control to proceed with processing the application pursuant to 60-6B-4(G). We anticipate resuming the normal processing of future Liquor License requests as soon as we fill the vacant position which will assist in processing liquor license. At this time will refer this application back to Alcoholic Beverage Control.

Attached is the original application.

Should you have any questions, or require additional information, do not hesitate to call me at 955-6520.

Sincerely,

Geralyn F. Cardenas
Deputy City Clerk

Attachments

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

COPY

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

August 15, 2025
By Certified Mail No.: 7021 2720 0001 2205 0023

7021 2720 0001 2205 0023

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

Lic. No. | Appl. No.:	Restaurant A Liquor Lic. APPL #BLA-10256
Name of Applicant:	TT & M LLC
Doing Business as:	KOHNAMI JAPANESE RESTAURANT
Proposed Location:	313 S. GUADALUPE ST. SANTA FE, NM 87501

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

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

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

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

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

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

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.

2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

COPY

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A RESTAURANT A LICENSE WITH ON-PREMISES CONSUMPTION AND PATIO SERVICE. APPLICANT IS REQUESTING A DISTANCE WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT. OF THE NEAREST CHURCH.

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

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

Respectfully,

Tammy Sandoval

Tammy Sandoval, Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 795-4165
Email: tammy.sandoval@rld.nm.gov

Enclosures:

1. Original Application *(Application Page 1 must be signed and returned w/ LOD Approval Letter and Notices of Publication)*
2. Copy of Zoning Statement
3. Copy of Floor Plan

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, October 30, 2025.

The purpose of this public hearing is to discuss a request from TT & M LLC for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at Kohnami Japanese Restaurant, 313 S. Guadalupe Street, which is within 300 feet of Our Lady of Guadalupe Church located at 100 S. Guadalupe Street.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be located at Kohnami Japanese Restaurant, 313 S. Guadalupe Street.

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

Geralyn F. Cardenas
Deputy City Clerk

Received by The Santa Fe New Mexican
Date: September 26, 2025

To Be Published: **October 1, 2025**
AND
October 8, 2025

By _____
The Santa Fe New Mexican (Signature)

LEGAL #94268

CITY OF SANTA FE

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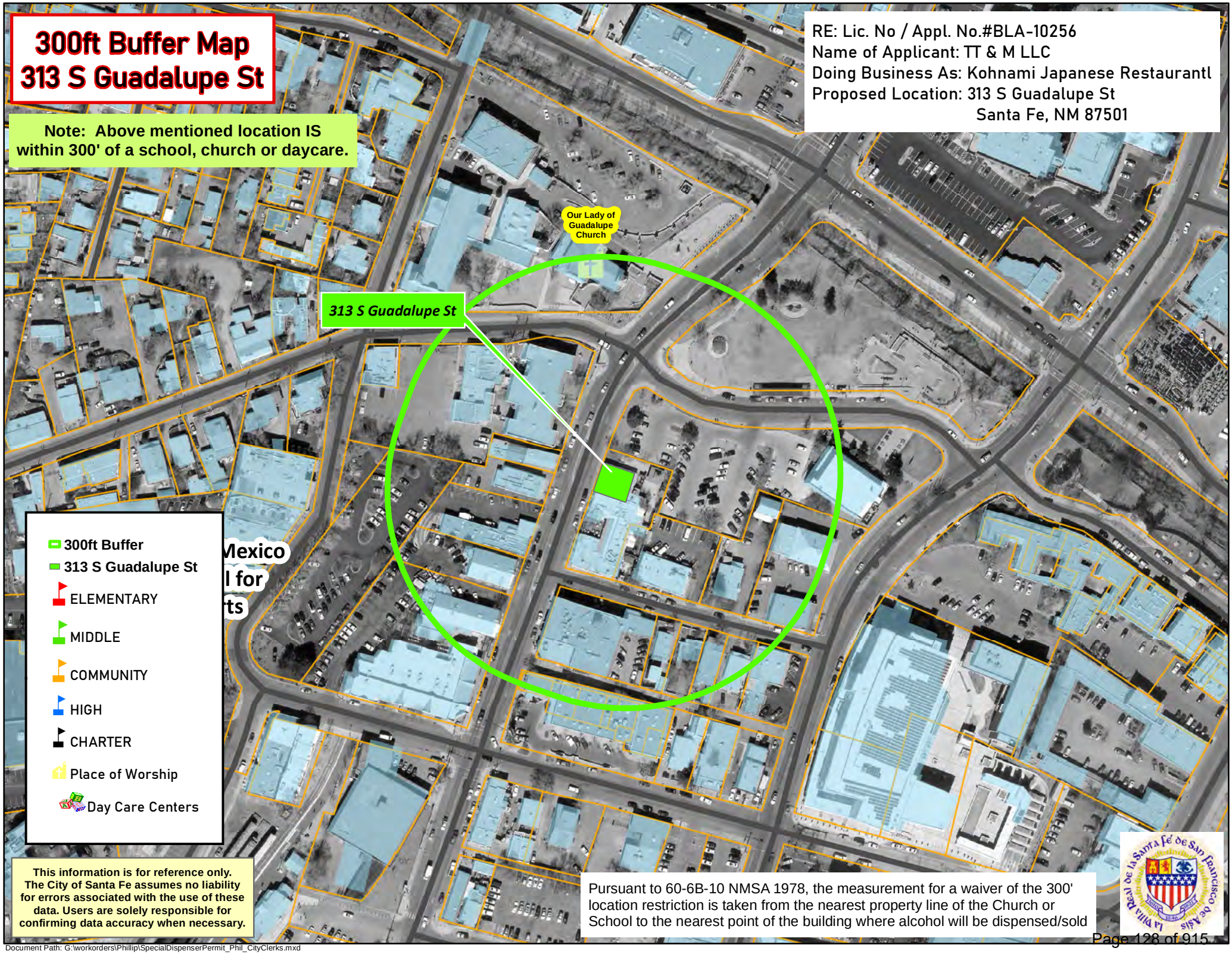
Geralyn F. Cardenas
Deputy City Clerk

PUB.: October 1, 8, 2025

300ft Buffer Map
313 S Guadalupe St

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

RE: Lic. No / Appl. No.#BLA-10256
Name of Applicant: TT & M LLC
Doing Business As: Kohnami Japanese Restaurantl
Proposed Location: 313 S Guadalupe St
Santa Fe, NM 87501



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

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

Document Path: G:\workorders\Phillip\SpecialDispenserPermit_Phil_CityClerks.mxd

Applicant: TT & M, LLC **Proposed Location:** 313 S. Guadalupe

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

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

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

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

Business Licensing Department

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

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

Code Enforcement Department

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

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

*Note: _____

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

Verification Completed By: Jason D. Sena

Title: Enforcement Manager

Date: Oct 14, 2025

Traffic Engineering Department

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

*Note: _____

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

Verification Completed By: Marcos Esquibel
Marcos Esquibel (Oct 23, 2025 10:21:38 MDT)

Title: Acting Complete Streets Director

Date: Oct 23, 2025

City of Santa Fe Fire Department

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

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

*Note: Inspection performed on 10-29-2025 Violations will need to be corrected

Inspection performed on 10-29-2025 Violations will need to be corrected

Verification Completed By: Oct 29, 2025
[illegible] (Oct 29, 2025 11:43:33 MDT)

Date: Oct 29, 2025

Applicant: TT & M, LLC

Proposed Location: 313 S. Guadalupe

Date: _____

Applicant Supplemental Information Form

1. **Name of Applicant**: ___TT & M LLC_____

   D/B/A Name to be used: ___Kohnami Restaurant _____

   Proposed License Location: __313 S. Guadalupe St, Santa Fe, NM 875051_____

   Telephone number: _505-984-2002_____

   Email: ___nandahtike8780@gmail.com_____

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

   ☑ New License (indicate type: __Restaurant A - Beer & Wine_____)

   ☐ Transfer of location (indicate type: _____)

   ☐ Transfer of ownership (indicate type: _____)

   ☐ Transfer of ownership and location (indicate type: _____)

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

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

   ☑ No

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

   ☐ Yes (If yes, License # and address where alcohol was being dispensed: _____
   Alcohol had been served under previous owner's license at this location before I took it over)

   ☑ No

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

   ☐ Yes (If yes, please explain: _____
   _____.)

   ☑ No

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

   Current/Previous Hours of Operation: Mon-Fri11:30am to 9pm, Fri-Sat 11:30am to 9:30pm, Sun-noon to 9pm

   Proposed Hours of Operation: _____

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

   ☑ Yes (If yes, is the area fully enclosed? ☑ Yes ☐ No)

   ☐ No

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

What days? __ No particular peak time_____.

What times? _____.

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

☑ Yes (If yes, what is your License #? _03687672000_

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

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

☑ Yes (If yes, what is your occupant load issued for your business? ____54___)

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

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

☑ Yes (If yes, what is the date the Certificate was issued? _6/3/2025___)

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

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

_____40_____.

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

☑ Business is expected to increase (additional number of customers per day: __30_____).

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

☐ Business is expected to remain the same.

* Please explain your answer: _Customers love to eat sushi with Japanese sake, which will __ __bring bigger table bill. Many customers leave because of no alcohol serving. So after we get__ __. the liquor license, they will come back to eat and drink.

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

☐ Traffic can be expected to increase on adjacent streets.

☑ Traffic will not increase on adjacent streets.

* Please explain your answer: Pevious Kohnami restaurant sold alcohol for decades and cowgirl next door serves alcohol too. But traffic never got jam due to alcohol sales.

_____.

Name of person completing this form: ____Zin Lin Htike_____

Telephone number: _____317-599-8813_____

Date: 9/26/2025 _____

Staff Verification Form - Kohnami Japanese Restaurant

Interim Agreement Report 2025-10-29

Created:	2025-10-14
By:	GERALYN CARDENAS (gfcardenas@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAyMhjxeqJmTvUcgze9-D6QkQ13eASkZys

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.

"Staff Verification Form - Kohnami Japanese Restaurant" History

Document created by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2025-10-14 - 7:56:40 PM GMT- IP address: 63.232.20.2

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2025-10-14 - 8:04:22 PM GMT

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2025-10-20 - 4:18:02 PM GMT- IP address: 63.232.20.2

Email viewed by rawheeler@santafenm.gov
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Powered by Adobe Acrobat Sign

Signer rawheeler@santafenm.gov entered name at signing as Marcos Esquibel
2025-10-23 - 4:21:36 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Esquibel (rawheeler@santafenm.gov)
Signature Date: 2025-10-23 - 4:21:38 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-28 - 9:00:40 PM GMT

Email sent to gggriego@santafenmm.gov bounced and could not be delivered
2025-10-29 - 3:07:25 PM GMT

INSPECTION WORKSHEET (IFIRE-143614-2025)

City of Santa Fe
200 Lincoln Ave Santa Fe, NM

Case Number:	236941	**Case Module:**	Business License
Inspection Date:	Wed Oct 29, 2025	**Inspection Status:**	Re-inspection required
Inspector:	Griego, Geronimo	**Inspection Type:**	Fire - Liquor License

Job Address:	313 S GUADALUPE ST Santa Fe, NM, 87501	**Parcel Number:**	12097664

Contact Type	Company Name	Name
Applicant	KOHNAMI LLC	RESTAURANT, KOHNAMI JAPANESE
Owner	KOHNAMI LLC	RESTAURANT, KOHNAMI JAPANESE

Checklist Item	Status
18-1.5 - Current business license required - Any business shall apply to the city for a business license prior to engaging in business. All businesses shall apply renew their business license each year. Contact the City of Santa Fe's Business License Team at bizlicensing@santafenm.gov to inquire about applying for or renewing a business license. Noted no business license displayed.	NA
315.1 General. (IFC) - Storage shall be in accordance with Sections 315.2 through 315.5. Shall clean stove and hood of excessive grease.	Failed
603.6 Extension cords. (IFC) - Extension cords shall not be a substitute for permanent wiring and shall be listed and labeled in accordance with UL 817. Extension cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.	Failed

Checklist Item	Status
906.1 Where fire extinguishers are required. (IFC) - Portable fire extinguishers shall be installed in all of the following locations: 1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies. Exception: In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B:C. 2. Within 30 feet (9144 mm) of commercial cooking equipment. 3. In areas where flammable or combustible liquids are stored, used or dispensed. 4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 3315.1. 5. Where required by the sections indicated in Table 906.1. 6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official.	Failed
1008.1 Means of egress illumination. (IFC) - Illumination shall be provided in the means of egress in accordance with Section 1008.2. Under emergency power, means of egress illumination shall comply with Section 1008.3. Shall repair two emergency lights.	Failed
1013.1 Exit signs, where required. (IFC) - Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30 480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.	Failed

Zin L Htike

Griego, Geronimo

CITY OF SANTA FE

Date: October 14, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Director RW
Henri Hammond-Paul, Community Health and Safety Director HHP

From: Kyle Morgan, Interim Office of Emergency Management Director KM
Zoe Isaacson, River and Watershed Manager ZI

Subject: Hazard Mitigation Grant Program (HMGP) Grant Approval

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ACTION:
Request for Approval of the 2023 Hazardous Mitigation Grant Program Sub-Grant Agreement DR-4652-0041-NM in the Total Amount of $797,143.90 with the New Mexico Department of Homeland Security and Emergency Management for the Cerro Gordo Culvert Improvements Design Project. (Kyle Morgan, Interim Director Office of Emergency Management, klmorgan@santafenm.gov.)

1. Request for Approval of a FY25 Budget Amendment Resolution (BAR) to Appropriate $607,173 from the Grant and $189, 971 from Stormwater Utility funds to WIP Design and Professional Contracts. (Kyle Morgan, Interim Director Office of Emergency Management, klmorgan@santafenm.gov.)

BACKGROUND AND SUMMARY:
The City of Santa Fe applied for this reimbursable grant through the New Mexico Department of Homeland Security and Emergency Management (DHSEM) and the Federal Emergency Management Agency (FEMA). The Hazard Mitigation Grant Program (HMGP) supports states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards.

In a collaborative effort, the Office of Emergency Management and Parks & Open Space secured grant funding to conduct an analysis of the Santa Fe River corridor near Cerro Gordo Road. The goal is to design a new, high-capacity culvert to improve conveyance and enhance safety during extreme flood events.

This Hazard Mitigation Grant Program grant provides for a total of $759,885 in design costs, which includes the required 25% local share of $189,971 which will be provided by the City's Stormwater Utility Service Charge.

The Office of Emergency Management will manage these grants using additional grant awards specifically allocated for grant management in the amount of $37,259, while Parks and Open Space will manage the project.

The term of the grant ends on May 14, 2028.

ATTACHMENTS:

1. Sub-Recipient Grant Agreement (Federal)
2. Budget Amendment Resolution
3. Project Ledger

PROCUREMENT METHOD:
Not applicable. Grant approval only.

SOURCE/REVENUE: ☐Expense ☒Revenue

The Federal funding source (not including sub-recipient management costs) is:
Fund Name/Number: Stormwater/Fund 231
Munis Org Name/Number: Stormwater/2310411
Munis Object Name/Number: Fed Grant (FEMA)/490580

The Federal funding source (sub-recipient management costs only) is:
Fund Name/Number: Emergency Services/Fund 221
Munis Org Name/Number: Emergency Management/2212850
Munis Object Name/Number: Fed Grant (FEMA)/490580

The Local funding source is:
Fund Name/Number: Stormwater/Fund 231
Munis Org Name/Number: Stormwater/231
Munis Object Name/Number: WIP Design/572960

List grant award number: *DR-4652-0041-NM*

Grant Manager / Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (Oct 29, 2025 09:38:52 MDT) **Date:** Oct 29, 2025
Comment/Exceptions: _____

Project Ledger #: OEM2622101

Budget Officer Approval: CFM for AJH CFM for AJH (Oct 29, 2025 13:18:22 MDT) for A. **Date:** Oct 29, 2025
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes |** ☒ **No**

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:
Justin Gonzales, jmgonzales@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 Works / Stormwater CIP	10/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN - Cerro Gordo Culvert Study	2310411	572960	OEM2622101	759,885	
PROFESSIONAL CONTRACTS	2212850	510300	OEM2622101	37,259	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
FEMA - Cerro Gordo Culvert Improvements	2310411	490580		(569,914)	
Federal Emergency Management Agency (GRANT)	2212850	490580		(37,259)	
				$ 189,971.25	$ -

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

FY 25 budget increase for subrecipient grant award: DR-4652-0041-NM: FEMA Public Assistance Grant for the Cerro Gordo Culvert Study in the amount of $569,914 for Design and $37259 for Management Costs. Expires 5/14/2028.

FY 25 budget increase in the amount of $189,971 (covered by fund 231) to cover 25% local match requirement of FEMA Grant (DR-4652-0041-NM).

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
231	(189,971)
TOTAL:	(189,971)

Carol Swenson — 10/8/2025
Prepared By *{print name}* — Date

Carol Swenson — Oct 14, 2025
Business Operations Manager — Date

Regina Wheeler — Oct 14, 2025
Regina Wheeler (Oct 14, 2025 10:02:59 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 #:

CFM for AJH — for A. — Oct 29, 2025
CFM for AJH (Oct 29, 2025 13:18:22 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
HAZARD MITIGATION ASSISTANCE GRANTS
CFDA 97.039: Hazard Mitigation Grant Program

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME		3. PROJECT NAME
DR-4652-0041-NM	City of Santa Fe		Cerro Gordo Mitigation Project
4. STATE DFA VENDOR NUMBER	**5. EIN NUMBER**	**6. SAM UEI NUMBER**	**7. CAGE CODE**
54360	85-6000168	QLN2YKMMJ8X6	4C987
8. SUB-RECIPIENT PHYSICAL ADDRESS	**9. SUB-RECIPIENT REMIT ADDRESS**		
200 Lincoln Avenue Santa Fe, NM 87501-1904	N/A		
10. DHSEM CONTACT NAME:	**11. CONTACT DESK PHONE:**	(225) 313-1774	
Natalie West	**CONTACT EMAIL ADDRESS:**	DHSEM.mitigation@dhsem.nm.gov cc: Natalie.West@dhsem.nm.gov	
12a. PERFORMANCE PERIOD START DATE	6/12/2025	**12b. PERFORMANCE PERIOD END DATE**	5/14/2028
13. TOTAL AWARD AMOUNT:	$797,143.90		
13a. FEDERAL SHARE	**13b. LOCAL SHARE**	**13c. STATE SHARE**	
$607,172.65	$189,971.25	$0.00	

14a. NAME OF PROJECT AWARD		14b. FEDERAL SHARE	14c. NON-FEDERAL SHARE
1	Contractual	$569,913.75	$189,971.25
2	SRMC	$37,258.90	$
3		$	$
4		$	$
5		$	$
6		$	$
TOTAL AMOUNT OF PROJECT		$607,172.65	$189,971.25

WHEREAS The State of New Mexico will serve as the "pass-through entity" with respect to the State's role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

WHEREAS funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, City of Santa Fe.

NOW, THEREFORE, it is mutually understood and agreed between the recipient NMDHSEM, and the **City of Santa Fe**, hereinafter referred to as "sub-recipient," as follows:

ARTICLE 1: REQUIREMENTS AND ASSURANCES

A. The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1. is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.

B. The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.

C. The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.

D. The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.

E. The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.

F. The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient's understanding, acceptance, and compliance with Lobbying, Debarment, Suspension, and Other Responsibility Matters; Drug- free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds will be used to supplement existing sub-recipient funding to augment

program activities and not replace those funds which have been appropriated in the budget for the same purpose.

G. The sub-recipient hereby agrees that their accounting system allows for the separation of fund sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.

H. The sub-recipient hereby agrees that it shall comply with applicable Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) if not exempted by the Federal Government or New Mexico rule or statute. An EEOP is not required for sub-recipients of less than $25,000 or fewer than 50 employees.

J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:

1. 2 C.F.R. § 200: Code of Federal Regulations
2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
3. FEMA Hazard Mitigation Assistance Program and Policy Guide
4. New Mexico State Procurement Code
   New Mexico Administrative Code Title 2 – Public Finance https://www.srca.nm.gov/nmac-home/nmac-titles/title-2-public-finance/

ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

A. Payment of Funds, General: Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.

B. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress

Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.

C. Contracts: All requests for proposals/bids, sole–source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre–approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.

D. Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.

E. Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, and personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Lunch when travel is wholly within a single day.
- Standalone working meals.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, and legislative liaison activities.
- Organized fundraising, including salaries of persons while engaged in these activities.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

F. **Payment Conditions.** The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the

closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.

G. Delays and Denial of Payment. Reasons for delays in FEMA processing of payment requests include, but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The POP has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.

ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS

A. Quarterly Reports. In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to DHSEM.mitigation@dhsem.nm.gov.

B. Additional Reporting Requirements. The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project. Additional reporting and financial reconciliation requirements may also be requested at

NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

C. Enforcement. The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.

D. Financial Procedures. The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, 0MB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

E. Authorizing Statute. This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.
All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

F. Additional Terms and Conditions. The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.

- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.

- **Hazard Mitigation Assistance Guide (March 2023)**
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.
- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration, which are incorporated by reference into this Sub-recipient Grant Agreement
- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

ARTICLE 4: SCOPE OF WORK

A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762), the **City of Santa Fe** has been awarded funds for the proposed advanced assistance project for the Cerro Gordo Road bridge and culvert expansion project. This project aims to address critical infrastructure vulnerabilities caused by undersized hydraulic structures at a key crossing over the Santa Fe River. By increasing the flow capacity of the bridge and culvert, the project will mitigate flood risks associated with extreme weather events, thereby enhancing community safety and resilience. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **June 12, 2025.** The Sub Recipient shall match the Federal Award Amount of **$569,913.75** with a local jurisdictional amount of **$189,971.25.** The City of Santa has been awarded Subrecipient Management Costs at a 100% Federal Cost Share in the amount of **$37,258.90,** for a total project cost of **$797,143.90.** All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between **June 12, 2025 – May 14, 2028.** The **City of Santa Fe** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds without recourse by the **City of Santa Fe.**

B. Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub–Recipient must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects.

ARTICLE 5: PUBLICATIONS

A. Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: **This Document was prepared under a sub-grant from the FEDERAL EMERGENCY MANAGEMENT AGENCY and the NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Federal Emergency Management Agency and the New Mexico Department of Homeland Security and Emergency Management.**

ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is **June 12, 2025 – May 14, 2028.** Further, all personnel-related grant activity must be completed between **June 12, 2025 – May 14, 2028.** Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits**. All obligated and encumbered funds *must be liquidated* within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due**.

ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

A. Ineligible Activities. The FEMA and/or NMDHSEM may disallow costs and recover funds based on the results of the audit or review during or after the performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in the U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will de-obligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

B. Duplication of Benefits. In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.

C. Cooperation. The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).

D. NMDHSEM Responsibilities. The NMDHSEM is responsible for recovering federal assistance expended in

error, misrepresentation, fraud, or for otherwise disallowed or unused costs.

a. The NMDHSEM must notify FEMA of any potential debt resulting from federal funds expended in error, misrepresentation, or fraud or for costs otherwise disallowed or unused.

b. The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General, cooperate with any investigation conducted by the USDHS Office of Inspector General, and cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.

E. Statute of Limitations. The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:

a. Initiation of an Administrative Action to Recover Payment. The initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3rd party review or audit.

F. Refunds, Rebates, and Credits. The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit, or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to collect all monies due promptly or which may become due and, if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

G. Non-Compliant Sub-recipients. As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):

a. Increased monitoring of projects and required additional financial and performance reports.
b. Disallow the advance payment process.
c. Temporarily withhold payments pending correction of the deficiency.
d. Disallow or deny the use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
e. Request FEMA to entirely or partially de-obligate funding for a project.
f. Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
g. Withhold further awards for the grant program.
h. Take other programmatic or legally available remedies.

ARTICLE 8: CONSTRUCTION REQUIREMENTS

A. The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, project plans and specifications, applicable building codes, and program guidance.

ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

A. The sub-recipient must provide information to FEMA on the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The sub-recipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances. See FEMA Policy: Grant Program Directorate Environmental Planning and Historic Preservation, FEMA Policy #108-023-1, Revision 2 for more information.

B. Sub-recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or related to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, modifications to buildings that are 50 years old or older, construction projects inside buildings less than 43 years old, and exercises. The sub-recipient must comply with all mitigation or treatment measures required for the project due to FEMA's EHP review. An EHP Screening Form does not need to be provided for exercises planned to take place at previously approved facilities, such as fire and police academies, search and rescue training facilities, and explosive testing centers. Any exercise that requires land, water, vegetation disturbance, or building of temporary structures must undergo an EHP review.

C. Any change to an approved project description will require re-evaluation to comply with EHP requirements before proceeding. If ground-disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance. If any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify NMDHSEM, FEMA, and the New Mexico Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 10: PROPERTY AND EQUIPMENT MANAGEMENT

A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.316. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.

B. The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage, or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the FEDERAL EMERGENCY MANAGEMENT AGENCY. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.

C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-

approved by FEMA through NMDHSEM.

ARTICLE 11: SUBRECIPIENT MONITORING POLICY

A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct an analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include a review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property, and equipment management system, the progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is resolved. Technical assistance is available from NMDHSEM staff.

B. The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 12: PROCUREMENT

A. Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The sub-recipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-327, and Appendix II to Part 200. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

B. When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.

C. Also, per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

- **a.** Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- **b.** Responses to solicitations, such as quotes, bids, or proposals;
- **c.** Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;

d. Contract documents and amendments, including required contract provisions; and
e. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

D. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

E. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 13: CONTRACTS

A. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.

B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A–102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.

C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. ***All contracts require pre-approval by DHSEM prior to execution.*** Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 14: COMPETITION AND CONFLICTS OF INTEREST

A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to

the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

B. Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- **a.** Placing unreasonable requirements on firms for them to qualify to do business;
- **b.** Requiring unnecessary experience and excessive bonding;
- **c.** Noncompetitive pricing practices between firms or between affiliated companies;
- **d.** Noncompetitive contracts to consultants that are on retainer contracts;
- **e.** Organizational conflicts of interest;
- **f.** Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- **g.** Any arbitrary action in the procurement process.

C. Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

D. Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

E. Under 2 C.F.R. § 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 15: CONTRACTS

A. Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government-required contract language and a project budget and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. *See* 2 C.F.R. § 200.1, 2 C.F.R. § 200 Appendix II to Part 200.

ARTICLE 16: AUDIT REQUIREMENTS

A. As a federal grant recipient, the State of New Mexico requires a sub-recipient expending $750,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (NMDHSEM) in all documents.

ARTICLE 17: RECORDS RETENTION

A. Records Retention.

a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.

b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.

c. The sub-recipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance

settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

ARTICLE 18: CHANGES TO AWARD

A. In keeping with 2 C.F.R. § 200.308, the subrecipient must report deviations from the approved budget, project or program scope, or objective(s) in accordance with 2 C.F.R. § 200.329. The subrecipient must request prior approvals for budget and program plan revisions in accordance with this section. The subrecipient must request prior written approval for the following program and budget-related reasons:

a. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
b. Change in key personnel (including employees and contractors) that are identified by name or position in the Federal award.
c. The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project/program director.
d. The inclusion, unless waived by the Federal agency, of costs that require prior approval in accordance with 2 C.F.R. Subpart E as applicable.
e. The transfer of funds budgeted for participant support costs to other budget categories.
f. Subaward activities not proposed in the application and approved in the Federal award or NMDHSEM sub-grant agreement.
g. Changes in the total approved cost-sharing amount.
h. The need arises for additional Federal funds to complete the project.
i. Transferring funds between the construction and non-construction work under a Federal award.
j. A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance

B. All change requests must be submitted either in writing or electronically to the NMDHSEM contact for review 90 days before this Sub-recipient Grant Agreement is terminated. A justification narrative and a budget and spending plan must accompany all change requests. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current and all other terms and conditions of this Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, changes in the programmatic activities, the purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in the project site, or release of special conditions, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.

C. Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant Agreement Amendment is valid until fully executed.

ARTICLE 19: REMEDIES FOR NONCOMPLIANCE

A. For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements, and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establishing additional prior approvals. The

NMDHSEM shall notify the sub-recipient of its decision in writing, stating the nature and the reason for imposing the conditions/restrictions, the corrective action required the timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within five days of receipt of notification.

a. Unwillingness or inability to attain project goals or scope of work.
b. Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
c. Failure or inability to adhere to grant guidelines and federal compliance requirements.
d. Improper procedures regarding contracts and procurements.
e. Failure to submit reliable and/or timely reports.
f. Fiscal management which does not meet reasonable professional standards.
g. Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
h. Unwillingness or inability to obtain permits required by law to perform the eligible work.
i. Noncompliance with any and all federal, state, local, and tribal grant requirements.

B. The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.

C. The NMDHSEM may take action as it determines appropriate under the circumstances, including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.

D. Nothing in this section abrogates the sub-recipient's right of appeal.

ARTICLE 20: TERMINATION

A. **For Cause:** In compliance with 2 C.F.R. § Part 200.340(a)(1), the award may be reduced or terminated without compensation for reduction or termination costs if performance is not occurring as agreed. The NMDHSEM will provide five days' notice to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

B. **For Convenience:** In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the termination date. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient. However, a partial termination notification must specify the portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the termination date shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

ARTICLE 21: CLOSEOUT OF SUB-GRANT

A. Closeout of Projects. Per 2 C.F.R. § 200.344, sub-recipients must submit all costs and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in the project's de-obligation. The NMDHSEM will close each sub-recipient file once it has conducted a full review and approval of all supporting documents for compliance, all projects are completed, and project activity is closed out.

a. Management Costs. Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

The NMDHSEM commits to the closeout of all grants regardless of the availability of management costs.

ARTICLE 22: SPECIAL CONDITIONS

A. The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207. If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.

B. If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.

C. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law, and nothing herein shall be deemed a waiver, indemnity, or otherwise create or effect liabilities between the parties.

D. The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.

E. All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.

F. Quarterly financial and progress reports within the POP are due on October 15, January 15, April 15, and July 15. Final reports are due 15 days after the end of POP.

G. All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.

H. A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with a recommendation to NMDHSEM Leadership for final approval.

I. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.

J. Procurement from Minority-Owned and Women-Owned Businesses is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.

K. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.

L. NMDHSEM will determine extensions due to exigent or emergency circumstances on a case-by-case basis.

State of New Mexico
Department of Homeland Security & Emergency Management
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a subgrant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-recipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management. By signing this obligating award document, the sub-recipient certifies it has read, understood, and accepted these documents as binding.

SUB-RECIPIENT GRANT AGREEMENT
Signatures of Acceptance

SUB-GRANT NO:	**DR-4652-0041-NM**		
JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME:			
OFFICIAL SIGNATURE:		**DATE:**	
CONTACT NUMBER:		**E-MAIL ADDRESS:**	
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME:			
OFFICIAL SIGNATURE:		**Date:**	
CONTACT NUMBER:		**E-MAIL ADDRESS:**	
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME:			
OFFICIAL SIGNATURE:		**DATE:**	
CONTACT NUMBER:		**E-MAIL ADDRESS:**	
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME:			
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME:			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE:			

Sign and email to DHSEM.MITIGATION@DHSEM.nm.gov

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:

Ruby Crews
Ruby Crews (Sep 24, 2025 13:50:58 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

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ATTACHMENT 1
FY 2024 U.S. Department of Homeland Security Terms and Conditions
Version 3 dated April 4, 2024

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

- **Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**
  Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

- **General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.**
  All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.
  Recipients must cooperate with any DHS compliance reviews or compliance investigations.

  Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

  Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

  Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

  Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool

can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- **Standard Terms & Conditions**

  Acknowledgement of Federal Funding from DHS
  Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

  Activities Conducted Abroad
  Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

  Age Discrimination Act of 1975
  Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

  Americans with Disabilities Act of 1990
  Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

  Best Practices for Collection and Use of Personally Identifiable Information
  Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

  Civil Rights Act of 1964 – Title VI
  Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

  Civil Rights Act of 1968
  Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Debarment and Suspension
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this

Act.

False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327,200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds

provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R.

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Reporting Subawards and Executive Compensation
For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these

requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions
The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

SAFECOM
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Terrorist Financing
Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Trafficking Victims Protection Act of 2000 (TVPA)
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Universal Identifier and System of Award Management
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags
Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

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ATTACHMENT 2
Reimbursement Checklist

DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. ***Please only check the categories that apply to the reimbursement you are currently requesting.***

EQUIPMENT

- ☐ Have all invoices been included?
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

OTHER:

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

MATCHING FUNDS (IF APPLICABLE)

- ☐ Contributions are from Non-Federal funding sources.
- ☐ Contributions are from cash or in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime, or other operational costs unrelated to training.

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ATTACHMENT 3
Glossary and Definitions

Applicant: When an entity applies for PA funding, it is the **Applicant**. Once the Applicant receives funding, it is either the **recipient, pass-through entity,** or a **sub-recipient**.

Authorized Equipment List (AEL): The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

Backfill: The act of filling a position left by another employee who has been moved to another role.

Cost Match: Recipient or sub-recipient contribution. This can be cash (hard match) or third party in-kind (soft match). 2 C.F.R. 200.306.

Cost Sharing or Matching: The portion of project costs not paid by federal funds or contributions (unless otherwise authorized by federal statute). 2 C.F.R. 200.1 Cost sharing or matching.

Declared fire: An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster, which the FEMA Regional Administrator has approved in response to a state's request for a fire management assistance declaration and in accordance with the criteria listed in 44 C.F.R. 204.21. Fire Management Assistance Declaration Criteria.

Disallowed costs: Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

Demobilization: The process and procedures for deactivating, disassembling, and transporting back to their point of origin all resources that had been provided to respond to and support a declared fire.

Disaster: An emergency condition affecting all or part the state, overwhelming local resources, in which there is likely to be a significant recovery period. The Governor may request a Robert T. Stafford Act (Stafford Act) Disaster Declaration through FEMA, asking for the Public Assistance Program, Fire Management Assistance Program, Individual Assistance Program and Mitigation based upon known and estimated damage assessment data.

Disaster Recovery Reform Act of 2018 (DRRA): The DRRA represents the most comprehensive Emergency Management reform since the Post-Katrina Emergency Management Reform Act in 2006. It includes a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for states, localities, tribes, and territories (SLTTs) to develop their own emergency management capabilities.

Emergency: A condition in which local and state emergency response agencies are overwhelmed by an incident to the point that federal assistance is needed. Unlike a disaster, an emergency does not have a recovery phase. The Governor may request a Stafford Act Emergency Declaration through FEMA, asking for the Public Assistance Program and/or Fire Management Assistance Grant.

Emergency Work: Work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. The FEMA Public Assistance emergency work Categories are:

- Category A (Debris Removal)
- Category B (Emergency Protective Measures)

Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. 2 C.F.R. 200.1 Equipment.

*Expenditures***:** Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

Federal Award: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

Federal Emergency Management Agency (FEMA): The federal agency responsible for coordinating disaster recovery efforts in partnership with state, local, and tribal governments.

Federal Share: The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

FEMA/State Agreement: A formal, legal document between FEMA and the state or a tribal government giving the understandings, commitments, terms, conditions, and timelines for assistance resulting from a federal disaster, emergency, or fire declaration, declared by the President.

Governor's Authorized Representative (GAR): The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for state compliance with the FEMA/State Agreement. The GAR may also be designated as the State Coordinating Officer.

Hazard Mitigation: Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters.

Hazard Mitigation (Sections 404 and 406): Section 406 Mitigation measures are specific to the mechanism of the declared disaster and are an integral part of the reconstructed work on a facility or will protect or benefit the repaired portion of the facility. These are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities, or even non-structural measures such as the development of floodplain management regulations.

Incident Period: The time interval during which the declared disaster occurs. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor will establish the incident period. Generally, costs must be incurred during the incident period to be considered eligible.

The declaration designates the incident period. The incident period is the span of time during which the federally declared incident occurs. This period varies in length, depending on the incident.

Improved Project: When performing restoration work on a damaged facility, a sub-recipient may use the opportunity to make improvements to the facility. Projects that incorporate such improvements are improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Federal funding for improved projects is limited to the lesser of the following: the federal share of the approved estimated costs to restore the damaged facility to its pre-disaster design and function or the federal share of the actual cost of completing the improved project.

The sub-recipient must obtain FEMA approval, via the NMDHSEM, for an improved project prior to construction.

Indirect Costs: Costs a recipient or sub-recipient incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.

Joint Field Office (JFO): A temporary facility established in or near a declared disaster area to serve as the field headquarters for FEMA, other federal and state recovery personnel, and serve as the focal point for federal disaster operations, direction, coordination, and information.

Large Project: An approved project estimated to cost the same as or more than the large project threshold amount. The large project threshold is a dollar amount adjusted annually to reflect changes in the Consumer Price Index for all urban consumers. The large project threshold amount, applicable to all projects, is the amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

Management Costs: Management costs are any indirect costs, any direct administrative costs, and any other administrative expenses associated with the administration of HMA awards and subawards. Management costs are provided under HMGP, HMGP Post Fire, BRIC and FMA. For the Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Grant Program Post Fire (HMGP Post Fire), recipients will be reimbursed no more than 15% of the total amount of the award, of which not more than 10% may be used by the recipient and 5% by the subrecipient. Under HMGP and HMGP Post Fire, recipients' Administrative Plans must include procedures for monitoring and reporting on subrecipient management costs before receiving funding for management costs. For Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), recipients may apply for a maximum of 10% of the total funds requested in their application cost estimate (federal and non-federal shares) for management costs to support the sub-applications included as part of their award. Subapplicants for BRIC and FMA may apply for a maximum of 5% of the total funds requested in a sub-application for management costs. Additional information is available in FEMA Policy #104-11-1, Hazard Mitigation Grant Program Management Costs (Interim).

Pass-through Entity: A non-federal entity that provides a subaward to a sub-recipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

Performance Period for Hazard Mitigation Assistance: The period of time stipulated in the Sub-recipient Grant Agreement, as amended, during which the sub-recipient must finish the approved work. Projects completed after the active Period of Performance deadline will be considered ineligible.

Quarterly Financial Progress Report: The information in this report is used by NMDHSEM to monitor sub-recipient cash flow, performance, and project implementation to ensure proper use of federal funds.

Recipient: Formally referred to as the grantee or sub-grantee or applicant. Federally Recognized Indian Tribal Governments may also be Recipients if they so desire and if they meet FEMA requirements.

Recovery Officer: Aids in the administration of disaster recovery grant programs for statewide disasters and emergencies. Coordinates and co-administers disaster recovery grant programs, ensuring that they are implemented and carried out according to state and federal program requirements.

Recovery Unit: This is the unit within the NMDHSEM Response and Recovery Bureau designated as responsible for the programmatic administration of the FEMA PA and FMAG Programs.

Recovery Unit Manager: Responsible for administering and supervising staff responsible for federal and state disaster recovery programs and serves as the Deputy State Coordinating Officer (SCO) for emergencies or major disaster declarations.

Response & Recovery Bureau Chief: Responsible for supervising staff responsible for federal and state disaster recovery programs and staff that provides operational response capabilities to support the citizens of New Mexico. This position also serves as State Coordinating Officer (SCO) for emergencies or major disaster declarations.

Request for Approval Form: Used by sub-recipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

Small Project: An approved project estimated to cost less than the large project threshold amount.

State Coordinating Officer (SCO): The person designated by the Governor to coordinate state and local disaster assistance efforts with those of the federal government. The GAR may also be the SCO. The Governor will name the GAR and the SCO in the FEMA/State Agreement.

Sub-recipient: Formally referred to as the sub-grantee or applicant, is a state agency, local government, tribal government, other legal governmental entity, or a private non-profit (PNP) organization that receives a sub-grant award and which is accountable to the state for the use of the funds provided. The FEMA reserves the final decision as to sub-recipient eligibility.

Supplanting: When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the sub-recipient or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

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ATTACHMENT 4
Acronyms

AEL: Authorized Equipment List
AGAR: Alternate Governor's Authorized Representative
ASB: Administrative Services Bureau of NMDHSEM
CFDA: Catalog of Federal Domestic Assistance
DAC: Direct Administrative Costs
DOT: Department of Transportation
DPS: Department of Public Safety
DRRA: Disaster Recovery Refo1m Act of 2018
DSCO: Deputy State Coordinating Officer
DSIBD: Deputy State Infrastructure Branch Director
DSPAGS: Deputy State Public Assistance Group Supervisor
EMAC: Emergency Management Assistance Compact
EMMIE: Emergency Management Mission Integrated Environment
EMNRD: Energy, Minerals and Natural Resources Department
FEMA: Federal Emergency Management Agency
FFATA- Federal Funding Accountability and Transparency Act
FMAG - Fire Management Assistance Grant
GAR: Governor's Authorized Representative
IMAS: Intrastate Mutual Aid System
INF: Immediate Needs Funding
IOF: Initial Operating Facility
JFO: Joint Field Office
NSPO: Net Small Project Overrun
NMDHSEM: New Mexico Department of Homeland Security and Emergency Management
ONA: Other Needs Assistance
OMB: Office of Management and Budget
PA: Public Assistance
PAGS: Public Assistance Group Supervisor
PAPPG: Public Assistance Program and Policy Guide
PDA: Preliminary Damage Assessment
PDMG: Program Delivery Manager
PIO: Public Information Officer
PNP: Private Non-Profit
POP: Period of Performance
PW: Project Worksheet
QPR: Quarterly Progress Report
QFR: Quarterly Financial Report
R&R: Response & Recovery Bureau
REC: Record of Environmental Consideration
RO: Recovery Officer
RP A - Request for Public Assistance
SCO: State Coordinating Officer

SOW: Scope of Work
SHARE: New Mexico Statewide Human Resources, Accounting, and Management Reporting System
SIBD: State Infrastructure Branch Director
SPAGS: State Public Assistance Group Supervisor
SPAO: State Public Assistance Officer
USDHS: United States Department of Homeland Security
USFS: US Forest Service
VFO: Virtual Field Office

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DR-4652-0041 City of Santa Fe Cerro Gordo_ SGA (1)

Final Audit Report 2025-09-24

Created:	2025-09-23
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcze4kFVaVuKjzsBJnl6Daknkufki_-Nj

"DR-4652-0041 City of Santa Fe Cerro Gordo_ SGA (1)" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-09-23 - 9:03:47 PM GMT- IP address: 63.232.20.2

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2025-09-23 - 9:04:29 PM GMT

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Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2025-09-24 - 7:50:58 PM GMT - Time Source: server- IP address: 63.232.20.2

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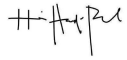
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Signature: Zoe Isaacson

Email: zrisaacson@santafenm.gov

Signature: Kyla Morgan

Email: klmorgan@santafenm.gov

Signature: 

Email: hmhammondpaul@santafenm.gov

CITY OF SANTA FE

Date: September 24, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Sep 26, 2025 13:45:38 MDT)

Via: Regina Wheeler, Public Works Department Director [p.p. Sam Burnett] JOHN BURNETT (Sep 26, 2025 13:45:38 MDT)
Maria Tucker, Community Services Director Maria Tucker (Oct 14, 2025 14:15:56 MDT)
Brian Stinnett, Recreation Division Director Brian Stinnett (Sep 26, 2025 13:59:06 MDT)

Subject: Capital Appropriation Agreement Project 25-J3153 for Genoveva Chavez Community Center

---

ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3153 Improvements to the Genoveva Chavez Community Center 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 the Genoveva Chavez Community Center.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Appropriation Project 25-J3153 in the amount of $100,000 "…to plan, design, construct, furnish, and equip improvements to the Genoveva Chavez Community Center…." Facilities Division is working with the Recreation Division and Community Services to identify necessary improvements to Genoveva Chavez Community Center.

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-J3153
PLID Form
BAR

FUNDING SOURCE:
New Mexico Department of Finance & Administration Capital Outlay Grant Agreement Capital Appropriation Project 25-J3153 - Genoveva Chavez Community Center
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 13:45:38 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 17, 2025 16:40:02 MDT) Title: _____ Date: _____
Comment/Exceptions: Grant Agreement Capital Appropriation Project 25-J3153

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number: CIP2632003
Approval: ERIKA LUJAN ERIKA LUJAN (Oct 17, 2025 16:40:02 MDT) Title: _____ Date: _____
Comment/Exceptions: _____

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 498, 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-J3153** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49833, One Hundred Thousand Dollars and No Cents, $100,000.00, to plan, design, construct, furnish and equip improvements to the Genoveva Chavez community center 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 16:56:28 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.

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: GCCC Improvements

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2632003

Grant ID: S2614

Approved By: ERIKA LUJAN (Sep 16, 2025 12:27:46 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-J3153 % 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-J3153 GCCC Awarded Amount: 100,000.00

AR Charge Code: 320980.490210 ☐ 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	CIP2632003	99,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J3153 - GCCC Improvements	3209980	490210	CIP2632003	(99,000)	
				$ -	$ -

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

DFA grant award (25-J3153) for GCCC 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 Operatios Manager Signature *{optional}* Date

JOHN BURNETT (Sep 26, 2025 13:45:38 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-J3153_GCCC_$100K_09 22 2025 W p.p.JSB

Final Audit Report 2025-10-14

Created:	2025-09-24
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcoSTUE7Ck3luysR7_5t8syuAPzgaPyih

"GB Packet_Grant 25-J3153_GCCC_$100K_09 22 2025 W p.p.JSB" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-09-24 - 5:23:48 PM GMT- IP address: 63.232.20.2

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2025-09-24 - 5:30:49 PM GMT

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2025-09-26 - 7:45:06 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-09-26 - 7:45:38 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-09-26 - 7:45:41 PM GMT

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2025-09-26 - 7:57:01 PM GMT- IP address: 104.47.64.254

Document e-signed by Brian Stinett (bjstinett@santafenm.gov)
Signature Date: 2025-09-26 - 7:59:06 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-09-26 - 7:59:08 PM GMT

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2025-09-28 - 8:18:55 PM GMT- IP address: 172.59.2.223

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2025-09-30 - 8:14:45 PM GMT- IP address: 152.37.220.124

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Email viewed by Maria Tucker (metucker@santafenm.gov)

2025-10-08 - 4:44:17 PM GMT- IP address: 63.232.20.2

Email viewed by Maria Tucker (metucker@santafenm.gov)

2025-10-14 - 8:15:18 PM GMT- IP address: 63.232.20.2

Document e-signed by Maria Tucker (metucker@santafenm.gov)

Signature Date: 2025-10-14 - 8:15:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-14 - 8:15:56 PM GMT

GB Packet_Grant 25-J3153_GCCC_$100K_09 22 2025 W p.p.JSB - GRANT sigs

Final Audit Report 2025-10-20

Created:	2025-10-15
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf6ID4NmyVnbrA_bVDTl5ZeEcCVkwbDsp

"GB Packet_Grant 25-J3153_GCCC_$100K_09 22 2025 W p.p.JSB - GRANT sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
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2025-10-15 - 6:20:26 PM GMT

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2025-10-15 - 8:04:31 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-15 - 8:04:57 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-15 - 8:05:00 PM GMT

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2025-10-17 - 10:39:34 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-10-17 - 10:40:02 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-17 - 10:40:04 PM GMT

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Signature Date: 2025-10-20 - 8:51:09 PM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2025-10-20 - 8:51:09 PM GMT

City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: **October 8, 2025**

To: PW-PUC, Finance Committee, Governing Body.

Via: Jesse Roach, Interim Public Utilities Director JR Jesse Roach

From: Jonathan Montoya, Interim Water Div. Director JM JM

ITEM

Request approval of **BAR** to fund a pilot of Operator Certification level-based retention incentives.

BACKGROUND AND JUSTIFICATION

The Public Utilities Department (PUD) is developing a pilot program to encourage professional development and the acquisition of necessary Utility Operator certification certifications crucial for maintaining operational compliance in our Utility system. This pilot would offer operators between $2000 and $5000 depending on certification level in exchange for an agreement to maintain employment within PUD for a year. The pilot program has been approved via the attached MOU with AFSCME 3999 and the City of Santa Fe for the purpose of incentivizing and retaining mission critical staff.

RECOMMENDED ACTION

Approval of attached Budget Amendment Resolution (BAR) totaling $176,549 to support a Utility Operator Level Based Retention incentive.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/ Water,Wastewater	10/9/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water - Source of Supply Incentives	5050385	502200		61,000	
Water - Source of Supply FICA/Medicare	5050385	503100		4,667	
Water - Transmission and Distribution Incentives	5050386	502200		44,000	
Water - Transmission and Distribution FICA/Medicare	5050386	503100		3,366	
Wastewater - Admin Incentives	5000361	502200		5,000	
Wastewater - Admin FICA/Medicare	5000361	503100		383	
Wastewater - Collections Incentives	5000362	502200		13,000	
Wastewater - Collections FICA/Medicare	5000362	503100		995	
Wastewater - Industrial Pretreat Incentives	5000364	502200		3,000	
Wastewater - Industrial Pretreat FICA/Medicare	5000364	503100		230	
Wastewater - Solids Incentives	5000366	502200		5,000	
Wastewater - Solids FICA/Medicare	5000366	503100		383	
Wastewater - WWTP Incentives	5000367	500110		33,000	
Wastewater - WWTP FICA/Medicare	5000367	503100		2,525	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 176,549	$ -

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

Fund pilot of Operator Cerification level-based retention incentive. Funding will come from Water and Wastewater cash balances. See attached supporting memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(63,516)
505	(113,033)
TOTAL:	**(176,549)**

Jonathan Montoya — Prepared By *{print name}* — 10/9/2025 Date
10/17/2025

Division Director Signature *{optional}* — Date 10/16/2025

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 — 10/17/2025 Date

Emily K. Oster — Finance Director *{≤ $5,000}* — 10/20/2025 Date

Mark Scott (Oct 20, 2025 17:44:17 PDT)

City Manager *{≤ $60,000}* — Date

Signature: JONATHAN MONTOYA
JONATHAN MONTOYA (Oct 9, 2025 15:03:04 MDT)

Email: jmmontoya@santafenm.gov

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE LOCAL 3999 CITY OF SANTA FE EMPLOYEES, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 18, AFL-CIO

ONE YEAR PILOT OF CERTIFICATION BASED RETENTION INCENTIVES FOR UTILITY OPERATORS

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the City of Santa Fe ("City") and the Local 3999 City of Santa Fe Employees, of the American Federation of State, County and Municipal Employees Council 18, AFL-CIO ("Union"). The Union and City are collectively referred to as the ("Parties").

WHEREAS, the Union is the collective bargaining representative for the employees covered by this MOA; and

WHEREAS, the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017; and

WHEREAS, the Parties acknowledge the critical need to address vacancy rates and ensure the professional development of employees who are required to have a Water Supply Operator or Wastewater Operator Certification to perform their job. within the Public Utilities Department (PUD) by incentivizing the acquisition and retention of necessary certifications; and

WHEREAS, the Parties have reviewed and agreed upon the terms for a one year pilot project of the Proposed Operator Certification Level Based Retention Incentives as detailed in the memorandum dated July 21, 2025, from Bradley Prada, BDD Facility Manager, which outlines specific incentive pay structures for new hires and current employees obtaining or holding certification Levels I-IV, along with associated commitment requirements; and

WHEREAS, the Parties desire to formally implement these agreed-upon incentives for Fiscal Year 2026.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. EFFECTIVE DATE: The Parties agree that this MOA becomes effective on the latest date of the three signatures on the following page.

II. TERMS OF MOA:
This MOA adopts for a one-year pilot project the Proposed Financial Incentives for Operators and Repairmen as detailed in the memorandum dated July 28, 2025, from Bradley Prada, BDD Facility Manager, attached hereto as Exhibit A and incorporated by reference. The specific terms and conditions for incentive pay for obtaining new certification levels, new hires based on certification level, and retention incentives for Level IV certified employees, including repayment clauses for unfulfilled commitments, are hereby fully agreed upon and shall govern the implementation of these incentives. As detailed in the July 28, 2025, memorandum, these incentive payments will vary from $2,000 to $5,000 depending on the level of certification obtained. This certification-based incentive program shall be piloted during Fiscal Year 2026. All employees who elect to receive this benefit are required to sign the Retention Incentive Agreement issued by the Human Resources Department.

III. FREELY AND VOLUNTARILY ENTERED: This MOA has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promises or understanding except as expressly provided herein.

IV. MOA CREATES NO THIRD-PARTY BENEFITS: By entering into this MOA, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title or interest under this MOA or seek to enforce this MOA as a third-party beneficiary of this MOA.

V. NO FURTHER AGREEMENT: This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, between the Parties or their agents shall be valid or enforceable unless embodied in this MOA.

VI. SEVERABILITY: In case any one or more of the provisions contained in this MOA 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.

VII. ELECTRONIC SIGNATURES: The Parties agree that this MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives below.

Mark Scott, City Manager — Date

ANDREA PHILLIPS (Aug 8, 2025 17:30:54 MDT) — Aug 8, 2025

Bernadette Salazar, HR Director — Date

Bernadette Salazar — Aug 1, 2025

Emily Oster, Finance Director — Date

Emily K. Oster — Aug 5, 2025

Gilbert Baca, AFSCME President — Louis Demella, AFSCME Vice President — Date

Gilbert Baca — Louis Demella — 7-31-25

Jesse Roach, Interim Public Utilities Director — Date

7-31-2025

AFSCME Memo of Agreement PUD Certification Incentives 7.31.2025

Final Audit Report 2025-08-08

Created:	2025-08-01
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6vUSLFGknoMP4hdsbopm1aPrGIfIRkMP

"AFSCME Memo of Agreement PUD Certification Incentives 7.31.2025" History

Document created by Jesse Roach (jdroach@santafenm.gov)
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2025-08-01 - 7:03:00 PM GMT

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2025-08-01 - 10:29:01 PM GMT- IP address: 174.218.17.155

Document e-signed by Bernadette Salazar (bjsalazar@ci.santa-fe.nm.us)
Signature Date: 2025-08-01 - 10:29:21 PM GMT - Time Source: server- IP address: 174.218.17.155

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2025-08-05 - 10:30:57 PM GMT- IP address: 52.244.129.126

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2025-08-05 - 11:06:11 PM GMT

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2025-08-08 - 11:30:00 PM GMT- IP address: 104.47.65.254

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Document signing delegated to ANDREA PHILLIPS (akphillips@santafenm.gov) by Mark Scott (mscott@santafenm.gov)

2025-08-08 - 11:30:13 PM GMT- IP address: 63.232.20.2

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Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2025-08-08 - 11:30:31 PM GMT- IP address: 104.47.65.254

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2025-08-08 - 11:30:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-08-08 - 11:30:55 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: October 21, 2025

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

From: Zarifa Dushdurova, Enterprise Application Services (EAS) Manager

Via: Eric Candelaria, ITT Director EC

Subject: ESRI GIS Mapping application renewal extension

Vendor Name: Environmental Systems Research Institute (ESRI)

Munis Vendor Number: 1360

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Small Enterprise Agreement Item #22-0583 with Environmental Systems Research Institute, Inc to Increase the Compensation by $270,900 for a New Total of $435,900 and to Extend the Termination Date to December 31, 2028. (Eric Candelaria, ITT Director: edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY23 Munis contract number is 3203826.

BACKGROUND AND SUMMARY:

ESRI will provide small enterprise agreement to support citywide mapping needs for Public Works, 911 addressing, city events, utilities, land use, etc. This renewal includes 500 licenses that will be used for creating, managing, analyzing and visualizing geographic information through ArcGIS enterprise suite.

The ESRI amendment provides an annual subscription package for three years that includes **uncapped access** to ArcGIS Enterprise software, advanced extensions, monitoring tools, and additional capability servers. This coverage ensures the City can fully leverage specialized tools such as 3D Analyst, Spatial Analyst, Geostatistical Analyst, Network Analyst, and Data Reviewer, as well as ArcGIS Image Server. The agreement also encompasses ArcGIS Online and Enterprise user types, including Viewer licenses, which are critical for broad organizational access and system integration across multiple departments.

In addition, the agreement includes **capped quantities** of specific user types and add-on applications to support specialized staff functions. This includes 200 Creator and 200 Mobile Worker licenses for both ArcGIS Online and Enterprise, along with 50 Contributor, Professional, and Professional Plus user types. The package also provides 50 seats each of premium extensions such as Workflow Manager, Publisher, and Image Analyst, as well as 125,000 ArcGIS Online service credits and 50 Enterprise advanced editing extensions. Additional benefits include four annual Esri User Conference registrations, Tier 1 Help Desk access for four individuals, and a 5% discount on Esri's instructor-led training classes purchased outside the agreement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Service of Other Dept/620

Munis Org Name/Number: EAS/6203600

Munis Object Name/Number: Software Subscriptions/530710

Budget Officer / Designee: Andy Hopkins **Date:** 10/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 10/23/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

Approval: Eric Candelaria (Oct 22, 2025 09:29:33 MDT) **Title:** ITT Department Director **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:

Small Enterprise Agreement Amendment No. 1 to Item #22-0583
Small Enterprise Agreement Item #22-0583
New Mexico Statewide Price Agreement #10-00000-20-00055AA
Quote
Certificate of Insurance
W9

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-4) AMENDMENT 1

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	50	ArcGIS Enterprise Contributor User Type	50
ArcGIS Online Mobile Worker User Type	200	ArcGIS Enterprise Mobile Worker User Type	200
ArcGIS Online Creator User Type	200	ArcGIS Enterprise Creator User Type	200
ArcGIS Online Professional User Type	50	ArcGIS Enterprise Professional User Type	50
ArcGIS Online Professional Plus User Type	50	ArcGIS Enterprise Professional Plus User Type	50
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	50	ArcGIS Location Sharing for ArcGIS Enterprise	50
ArcGIS Online Service Credits	125,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	50

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC

Annette Kazandjian (Oct 21, 2025 13:23:00 PDT)

ANNETTE KAZANDJIAN, MANAGING BUSINESS ATTORNEY

ATTEST:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

CITY OF SANTA FE:

John Blair
John Blair (Dec 15, 2022 22:14 MST)

JOHN W. BLAIR, CITY MANAGER

DATE: Dec 15, 2022

CONTRACTOR:

Timothy Brazeal (Nov 29, 2022 15:16 PST)

NAME Timothy Brazeal

Manager, Commercial and Government Contracts
TITLE

DATE: Nov 29, 2022

CRS#

REGISTRATION#

ATTEST:

KRISTINE MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 2, 2022 10:39 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 15, 2022 18:18 MST)

EMILY OSTER, FINANCE DIRECTOR

ORG NAME/OBJ #

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

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1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

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This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

THIS AGREEMENT INCORPORATES THE ADDITIONAL TERMS AND CONDITIONS BETWEEN THE CITY OF SANTA FE(CUSTOMER/CITY) and ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) ADDENDUM TO SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3) No. 00314528.0

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.

THIRD PARTY BENEFICIARIES

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

STATUS OF ESRI; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The ESRI and its agents and employees are independent contractors performing services or providing software for the City and are not employees of the City. The ESRI, 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.

B. ESRI shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by ESRI in the performance of the services under this Agreement.

C. The ESRI shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

CONFLICT OF INTEREST

The ESRI warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. ESRI further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

ASSIGNMENT; SUBCONTRACTING

Except for a sale of all or substantially all of ESRI's assets, ESRI shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. Except for the provision of technical support, ESRI shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

INSURANCE

A. The ESRI, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with limits of coverage of at least $1 million per occurrence and $2 million aggregate. Such insurance shall provide that the City is named as an additional insured and that the City is promptly notified of cancellation for any reason provided that no such notice is required if ESRI buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this section A. Upon written request, ESRI shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. ESRI shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for ESRI's employees throughout the term of this Agreement. Upon written request, ESRI shall provide the City with evidence of its compliance with such requirement.

C. ESRI shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount of $5 million aggregate. Upon written request, ESRI shall furnish the City with proof of insurance of ESRI's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

RECORDS AND AUDIT

The ESRI shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed financial records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor under appropriate nondisclosure obligations. The City shall have the right to audit the billing both before and after payment, but no more than once per calendar year. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

APPLICABLE LAW; CHOICE OF LAW; VENUE

ESRI shall abide by all applicable federal and state laws and regulations. In any action, suit or legal dispute arising from this Agreement, the ESRI agrees that the laws of the State of New Mexico shall govern, excluding its choice of law principles.

NON-DISCRIMINATION

During the term of this Agreement, ESRI shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by ESRI hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

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.

CITY OF SANTA FE:

JOHN W. BLAIR,
CITY MANAGER

DATE:

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.:

Timothy Brazeal (Nov 29, 2022 15:16 PST)

NAME & TITLE Timothy Brazeal Manager, Commercial and Government Contracts

DATE: Nov 29, 2022

ATTEST:

_____

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 2, 2022 10:39 MST)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

EMILY OSTER, FINANCE DIRECTOR

Docusign Envelope ID: 71702573-C673-4DA9-A9FE-512ABE2DA9F5

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor: **0000164491** **Atkins Renewable Resources Corporation dba Data Transfer Solutions, LLC** **4030 W. Boy Scout Blvd., Suite 700** **Tampa, FL 33607** **Contact: Donna Huey** **Email: donna.huey@atkinsglobal.com** **Telephone No.: (407) 382-5222**	**Contract Number: 10-00000-20-00055AA** **Amendment No.: Three** **Term: February 23. 2022 – February 22, 2026**
Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**	**Procurement Specialist: Theresa Mendibles** **Telephone No.: (505) 795-1894** **Email: theresa.mendibles@gsd.nm.gov**
Invoice: **As Requested at Time of Order**	

tam

Title: GEOSPATIAL INFORMATION TECHNOLOGY SOFTWARE PRODUCTS AND RELATED SERVICES

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

- **Correcting Procurement Number on this Cover Page:**

From: 10-00000-21-00055AA **To: 10-00000-20-00055AA**

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

MS

Docusign Envelope ID: 71702573-C673-4DA9-A9FE-512ABE2DA9F5

State of New Mexico
General Services Department
Information Technology Agreement
Geospatial Technology Software Products and Related Services
Statewide Price Agreement No.: 10-00000-20-00055AA
Amendment No.: 3

THIS Amendment No. 1 ("Amendment") to the Statewide Price Agreement is made and entered into by and between the **General Services Department, State Purchasing Division,** hereinafter referred to as the "Procuring Agency," and **Atkins Renewable Resources Corporation dba Data Transfer Solutions, LLC,** hereinafter referred to as the "Contractor."

The purpose of this Amendment is to make a correction to the Procurement Number on the Cover Page.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

- Correcting Procurement Number on Cover Page:

From: 10-00000-21-00055AA To: 10-00000-20-00055AA

All other Articles and Deliverables of the original Agreement (Statewide Price Agreement No. 10-00000-20-00055AA) and all prior amendments remain the same.

Docusign Envelope ID: 71702573-C673-4DA9-A9FE-512ABE2DA9F5

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: Donna M. Huey Date: 5/28/2025
Donna M. Huey, President
Atkins Renewable Resources Corporation
dba Data Transfer Solutions, LLC

Approved for legal sufficiency:

By: Jason Clack Date: 5/29/2025
Jason Clack, General Counsel
Department of Information Technology

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

BTIN: 03-216609-00-5

NOTE: **Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.**

By: Ann Marie Lucero Date: 5/29/2025
Taxation & Revenue Department

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: Manny Barreras Date: 6/3/2025
Manny Barreras, Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: Dorothy Mendonca Date: 6/4/2025
Dorothy Mendonca
State Purchasing Agent
State of New Mexico

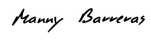
Certificate Of Completion

Envelope Id: 71702573-C673-4DA9-A9FE-512ABE2DA9F5
Status: Completed
Subject: Please Electronically Sign: 10-00000-20-00055AA A003
Source Envelope:
Document Pages: 3
Signatures: 5
Envelope Originator:
Certificate Pages: 6
Initials: 2
Theresa Mendibles
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Theresa.Mendibles@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
5/28/2025 10:46:36 AM
Holder: Theresa Mendibles
Theresa.Mendibles@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.34	Sent: 5/28/2025 10:55:52 AM Viewed: 5/28/2025 11:44:20 AM Signed: 5/28/2025 11:44:55 AM
Donna M. Huey donna.huey@atkinsglobal.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/28/2025 12:35:20 PM ID: d3a4d5c0-faf4-49e2-ae39-2c042317b7f0	Donna M. Huey Signature Adoption: Pre-selected Style Using IP Address: 189.125.3.26	Sent: 5/28/2025 11:44:56 AM Viewed: 5/28/2025 12:35:21 PM Signed: 5/28/2025 12:35:50 PM
Ann Marie Lucero annmarie.lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Signing Group: 33300 - CRS Verification Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.222	Sent: 5/28/2025 12:35:51 PM Viewed: 5/29/2025 9:33:27 AM Signed: 5/29/2025 9:36:19 AM
Jason Clack Jason.Clack@doit.nm.gov General Counsel DoIT Signing Group: 36100 - General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Jason Clack Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.214	Sent: 5/29/2025 9:36:21 AM Viewed: 5/29/2025 9:37:33 AM Signed: 5/29/2025 9:37:48 AM

Signer Events	Signature	Timestamp
Accepted: 4/2/2024 10:42:31 AM ID: b05cd15d-ec9e-4243-938f-416518acd8d6		
Manny Barreras manny.barreras@doit.nm.gov Cabinet Secretary DoIT Signing Group: 36100 - Cabinet Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/9/2024 2:59:19 PM ID: 6f797ab3-c488-452b-9c9a-314ef00cedc7	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.64	Sent: 5/29/2025 9:37:50 AM Resent: 6/3/2025 2:36:47 PM Viewed: 6/3/2025 2:40:45 PM Signed: 6/3/2025 2:40:52 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/3/2025 2:40:54 PM Viewed: 6/4/2025 7:06:04 AM Signed: 6/4/2025 7:06:09 AM
Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/1/2020 5:55:33 PM ID: a1931c7b-74ec-4e14-aa46-8324a6999adc	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/4/2025 7:06:11 AM Viewed: 6/4/2025 9:31:59 AM Signed: 6/4/2025 9:32:20 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2025 10:55:52 AM
Certified Delivered	Security Checked	6/4/2025 9:31:59 AM
Signing Complete	Security Checked	6/4/2025 9:32:20 AM
Completed	Security Checked	6/4/2025 9:32:20 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Quotation # Q-559049

Date: September 29, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 9651 Contract #

City of Santa Fe
ITT Dept
1600 Saint Michaels Dr Bldg 24
Santa Fe, NM 87505-7615

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/29/2025 To: 12/28/2025

ATTENTION: Zarifa Dushdurova
PHONE:
EMAIL: zxdushdurova@santafenm.gov

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	$90,300.00	$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	$90,300.00	$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	$90,300.00	$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$270,900.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$270,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Tim Triplett	ttriplett@esri.com	(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2025

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 Risk & Insurance Services
17901 Von Karman Avenue, Suite 1100
(949) 399-5800; License #0437153
Irvine, CA 92614

CN102703377-ESRI-GAWUE-25-26

CONTACT NAME: Brandon Pham
PHONE (A/C, No, Ext): 213-346-5165 **FAX (A/C, No):** 949 399 2999
E-MAIL ADDRESS: brandon.pham@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. of America	25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Environmental Systems
Research Institute, Inc.
380 New York Street
Redlands, CA 92373

COVERAGES **CERTIFICATE NUMBER:** LOS-002127202-28 **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**			H-660-0130P85A-TIL-25	02/15/2025	02/15/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X BLANKET CONTRACTUAL LIAB						MED EXP (Any one person)	$ 10,000
	X OWNERS/CONTRACTORS						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB-8J256475-25-I3-G	02/15/2025	02/15/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**						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	Technology E&O/Cyber Liability			ZPL-71N73536-25-I3	02/15/2025	02/15/2026	Each Claim & Aggregate	2,000,000
	incl Network Sec. & Privacy			Claims Made Form;Retro Date 7/16/87			Deductible	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

CITY OF SANTA FE
ATTN: ITT DEPARTMENT
P.O. BOX 909
SANTA FE, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Environmental Systems Research Institute, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

380 New York Street (physical) or PO Box 741076 (remittance)

Requester's name and address (opt

6 City, state, and ZIP code

Redlands, CA 92373-8100 (physical) or Los Angeles, CA 90074-1076 (remittance)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	2	7	7	5	7	3	2

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 ▶** Eula Robinson - Administrative Assistant Eula Robinson **Date ▶** 01/02/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF SANTA FE

The Purchasing Memo

Date: October 10, 2025

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

From: Brian Moya, Fire Chief; Sten Johnson, Assistant Fire Chief

Subject: Inter-Governmental Transfer of Funds to Health Care Authority

Vendor Name: Health Care Authority

Munis Vendor Number: 11103

ITEM AND ISSUE:

The Fire Department respectfully requests your review and approval to enter a Memorandum of Agreement with the NM Health Care Authority to facilitate an Inter-Governmental Transfer of funds. This for the purpose of participation in the NM Ambulance Supplemental Payment Program.

The Fire Department respectfully requests your review and approval for a payment in total amount of $833,228.51 as an Inter-Governmental Transfer (IGT) for a one-year term, Calendar Year 2025. The IGTs will be invoiced and paid quarterly as detailed in the MOA to the New Mexico Health Care Authority (HCA).

CONTRACT NUMBER:

The FY26 Munis contract number is 3260198.

BACKGROUND AND SUMMARY:

The Fire Department has been an early adopter of a program now approved for government operated ambulance services to participate in a supplemental payment program from Medicaid.

The City pays the IGT of $833,228.51 to HCA. HCA applies the funds as a grant share to draw down supplemental payment from Medicaid. The supplemental payment then comes back to the City in total amount of $2,942,191.06.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Emergency Services Admin/1000021

Munis Object Name/Number: Miscellaneous Expenses/564000

Budget Officer / Designee: Andy Hopkins **Date:** 10/17/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This is a transaction with a governmental agency, Health Care Authority.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 10/20/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

MOA with Health Care Authority
Procurement document: Exemption Determination/Email
BAR

MCO Total Allotment Projections Utilizing Medicaid Managed Information System (MMIS) Managed Care Office (MCO) Trips

	MCO Total Allotment Projections Utilizing MMIS MCO Trips*		
Provider	CY25 Total Allotment (Weighted Average Cost per Transport)	CY25 IGTs Needed Using Weighted Average	CY25 Net New Federal Funding Using Weighted Average
Albuquerque Fire Rescue	$ 1,648,625.00	$ 466,890.60	$ 1,181,734.40
Artesia Fire Department	$ 892,445.43	$ 252,740.55	$ 639,704.88
Bernalillo County Fire Rescue	$ 500,920.98	$ 141,860.82	$ 359,060.16
Clovis Fire Department	$ 3,849,990.39	$ 1,090,317.28	$ 2,759,673.11
Gallup Fire Department	$ 1,005,680.44	$ 284,808.70	$ 720,871.74
Las Cruces Fire Department	$ 819,514.40	$ 232,086.48	$ 587,427.92
Moriarty Fire Department	$ 272,531.72	$ 77,180.98	$ 195,350.74
Sandoval County Fire Department	$ 1,794,487.04	$ 508,198.73	$ 1,286,288.31
Santa Fe City Fire Department	$ 2,942,191.06	$ 833,228.51	$ 2,108,962.55
Santa Fe County Fire Department	$ 1,905,802.82	$ 539,723.36	$ 1,366,079.46
Socorro Fire Department	$ 1,199,523.43	$ 339,705.03	$ 859,818.40
Total	**$ 16,831,712.70**	**$ 4,766,741.04**	**$ 12,064,971.66**

Outlook

RE: Determination request

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Tue 9/30/2025 5:52 PM
To CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc JOHNSON, STEN A. <sajohnson@santafenm.gov>

Greetings,

Government to government services/goods are exempt per NMSA Section, 13-1-98 (A).

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

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://santafenm.munisselfservice.com/vss/

[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: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Tuesday, September 30, 2025 5:49 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: Determination request

Hey Travis,
We are requesting a determination for *Round 3* term (covers period Jan-Jun 2025) to a Memorandum of Agreement (MOA) that establishes an Intergovernmental Transfer (IGT) to NM Healthcare Authority. The MOA will allow Fire Department to participate in the NM Ambulance Supplemental Payment Program to recover costs of emergency response from Medicaid.

P.s. For reference, attached you will find the determination Chief Johnson sent you in July earlier this year for *Round 2* (covers period Jul-Dec 2024) in July 2025. FYI, that MOA was fully executed 9/03/2025.

Thank you,

Toniette Candelaria Martinez
Fiscal Administrator
505-955-3109
200 Murales Road
Santa Fe, NM 87501
www.santafenm.gov/fire-department

Services Offered to the City of Santa Fe (2024)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

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

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

DEPARTMENT / DIVISION NAME	DATE
	10/9/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Miscellaneous Expenses	1000021	564000		833,229	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 833,229	$ -

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

Appropriate funding from existing General Fund cash balances to pay for Ambulance Supplemental Payment Program

Intergovernmental Transfers for CY25 per the terms of attached MOA 25-630-8000-0134.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	833,229
TOTAL:	**833,229**

TONIETTE CANDELARIA MARTINEZ
Toniette Candelaria Martinez — 10/9/2025
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 — 10/17/2025
Budget Officer — Date

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

City Manager *{≤ $60,000}* — Date

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA),** and **City of Santa Fe Fire Department** collectively referred to as the "Parties," regarding the implementation of Ambulance Supplemental Payment Program (ASPP). The ASPP is approved and administered in accordance with Centers for Medicaid Services (CMS) managed care regulations, 42 C.F.R. § 438 regarding State-Directed Payments. See SDP Identifier NM_Fee_Oth_Renewal_20250101-20251231.

I. DEFINITIONS

A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the "IGT Provider" is the City. The IGT Provider must comply with applicable provisions of 42 CFR Part 433, Subpart B.

B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency. In this MOA the "Agency" is HCA.

C. CMS means Centers for Medicaid Services.

D. EGAS means Emergency Ground Ambulance Services.

E. MCO means Managed Care Organization, New Mexico Medicaid Managed Care or Turquoise Care.

F. MMIS means Medicaid Management Information System.

II. GENERAL PROVISIONS

A. The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed $833,228.51. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP. Schedule of IGT provider transfers for CY25:

Amount of Transfer	Period Involved	Date of Transfer
$208,307.13	Jan 1 – Mar 31, 2025	April 30, 2025
$208,307.13	Apr 1 – June 30,2025	July 30, 2025
$208,307.13	Jul 1 – Sept 30, 2025	October 31, 2025
$208,307.12	Oct 1 – Dec 31, 2025	January 31, 2026

B. The IGT Provider will sign and return this MOA to the Agency.

C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed $833,228.51. The IGT Provider will transfer payments to the Agency in the following manner:
   i. The Agency will bill the IGT Provider when payment is due.
   ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.

D. ASPP EGAS providers will be paid a supplemental payment on a quarterly basis tied to MMIS claims data utilization. Supplemental payments will be based on the calculated average cost per transport, derived from the required annual cost reports submitted by ASPP EGAS providers for the prior year.

E. ASPP EGAS providers will fund the state share in the form of IGTs. Each provider will have a fully executed Memorandum of Agreement consenting to the terms of the IGTs.

F. Upon CMS approval, supplemental payments will be distributed retroactively to January 1, 2025, effective date, then on a quarterly cadence.

III. AUDITS AND RECORDS

A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.

C. IGT Provider agrees to comply with applicable public record inspection and retention laws for public records related to this MOA.

IV. RETENTION OF RECORDS

A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents arising from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.

B. IGT Provider agrees the following provision will be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this MOA:

> *Funding provided in this agreement will be prioritized so that designated IGT funding must first be used to fund the Medicaid program and used secondarily for other purposes.*

VIII. TERM

A. The duties under this MOA will be performed from January 1, 2025, through December 31, 2025, and this MOA terminates June 30, 2026, which includes the states certified forward period.

B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	$833,228.51
Total Funding Not to Exceed	$833,228.51

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

By: _____ Date: _____
Kari Armijo, HCA Cabinet Secretary

By: _____ Date: _____
Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

By: _____ Date: _____

John Emery, HCA General Counsel

CITY OF SANTA FE FIRE DEPARTMENT

_____ Date: _____

Approved by:

_____ Date: _____

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

_____

EMILY OSTER, FINANCE DIRECTOR

THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 15, 2025

TO: Mark Scott, City Manager
Emily Oster, Finance Director
Andy Hopkins, Budget
Erika Lujan, Grants Administrator

FROM: Michael Suber, Chief Medical Officer

VIA: Sten Johnson, Assistant Fire Chief and Brian Moya, Fire Chief

SUBJECT: NM Department of Health: EMS Fund Act

ITEM AND ISSUE:
Request for Approval of a State of New Mexico Department of Finance and Administration, Local Government Division, and the EMS Fund Act Rules 7.27.4 NMAC. Reversion date of June 30, 2026. Request for Approval of a Budget Amendment Resolution (BAR) in the amount of $100,000 from 2210186.490180 to 2210186. (as described below):

From Line Items:

- 2210186.490180 $(40,400)
- 2210186.490180 $(36,600)
- 2210186.490180 $(23,000)

To Line Items:

- 2210186.561200 $40,400
- 2210186.570500 $36,600
- 2210186.530710 $23,000

BACKGROUND AND SUMMARY:
The City received the attached award announcement for State of New Mexico Department of Finance and Administration, Local Government Division, and the EMS Fund Act Rules 7.27.4 NMAC in the amount of $100,000. The total grant has increased this year. The annual grant last year was $80,000. This is reflected in our current budget. This application period the amount has been raised from $80,000 to $100,000 this year and annually moving forward. The net increase to our budget is $20,000. These funds are granted for the procurement of Emergency Medical Equipment, such as Point of Care ultra-sound units and software projects. Also, the

funds are utilized to pay for Paramedic school tuition for our employees.

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

ATTACHMENTS:
State of New Mexico Department of Finance and Administration, Local Government Division, and the EMS Fund Act Rules 7.27.4 NMAC award letter.
BAR
Project Ledger

September 4, 2025

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

Dear Sir/Mam:

In accordance with the Terms of Rules Governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of **$100,000.00** is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

City of Santa Fe Fire Dept. - $100,000.00

These funds from the Local Funding Program of the EMS Fund Act for FY 26 (July 1, 2025 – June 30, 2026) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division, and the EMS Fund Act Rules 7.27.4 NMAC.

In order to keep our records in order, each Applicant (Fiscal Agent) MUST submit an itemized expenditures report for FY25 EMS Fund Act Local Funding Award (July 1, 2024 – June 30, 2025). If you administer funds for more than one (1) Local recipient, please submit a report for each.

If you have any questions, please contact me at (505) 476-8233 or by e-mail at rachel.marquez@doh.nm.gov

Sincerely,
Rachel Marquez
EMS Fund Act Coordinator

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	9/16/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Employee Training/Tuition	2210186	561200	FIR2622109	40,400	
Equipmnt & Machinery nonExemplt	2210186	570500	FIR2622109	36,600	
Software Subscriptions	2210186	530710	FIR2622109	23,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Employee Training/Tuition	2210186	490180	FIR2622109	(40,400)	
Equipmnt & Machinery nonExemplt	2210186	490180	FIR2622109	(36,600)	
Software Subscriptions	2210186	490180	FIR2622109	(23,000)	
				$ -	$ -

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

Increase EMS Fund Act FY26 to $100,000

{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 — 9/16/2025
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 — Date
Budget Officer

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

Mark Scott
Mark Scott (Sep 19, 2025 17:41:35 MDT)
City Manager *{≤ $60,000}* — Date

Previous Day Composite Report

Custom

As of 08/29/2025

Company: CITY OF SANTA FE
User: Randall Holmes 09/02/2025 10:34 AM ET

Commercial Electronic Office® **Treasury Information Reporting**

Currency: USD
Bank: 121000248 **WELLS FARGO BANK, N.A.**
Account: 4121218564(NM) **WIRE DEPOSIT ACCOUNT**

Balances

Closing Ledger Balance	.00
Closing Collected Balance	.00
Opening Available Balance	.00
One Day Float	.00
Two+ Day Float	.00
MTD Average Closing Ledger Balance	.00
MTD Average Closing Collected Balance	.00
Total Credits	1,259,350.46
Total Debits	1,259,350.46
Total Number Credits	12
Total Number Debits	1

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	12	1,259,350.46
Credit Totals	**12**	**1,259,350.46**

Type of Debit	Number of Items	Amount
Total ZBA Debits	1	1,259,350.46
Debit Totals	**1**	**1,259,350.46**

Credit Transactions

8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091006065474629 State of New Mex VNDR PYMT NMAP0002370021 6122025 FY26 1st Distribution SFMO 6122025 FY26 1	**Credit Amount:** **Bank Ref:** IA000016886734	790,577.00
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091005969901772 PNM Utility EDI PYMNTS AP0000209699 91769\	**Credit Amount:** **Bank Ref:** IA000018339795	241,487.13
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091006062551716 UNITED AIRLINES UAL 250829 109515 1\	**Credit Amount:** **Bank Ref:** IA000029497004	118,360.12
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091006065473379 State of New Mex VNDR PYMT NMAP0002370010 INVOICE#20250731EMSFUNDACTSANT INVOICE#20250731EM	**Credit Amount:** **Bank Ref:** IA000016886450	100,000.00
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091006077692957 HNB - ECHO HCCLAIMPMT 250829 XXXXX0168 TRN*1*1205435232*1341858379\	**Credit Amount:** **Bank Ref:** IA000025835459	4,644.95
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091005879197451 UnitedHealthcar HCCLAIMPMT XXXXX0168 TRN*1*25239B1000976678*1362739571*000004567\	**Credit Amount:** **Bank Ref:** IA000019295127	1,482.40
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091005969649750 BCBS of NM HCClaimPmt 250828 85593385 TRN*1*C25240E02585890*1361236610*0E0258589\	**Credit Amount:** **Bank Ref:** IA000024779370	956.27
8/29/2025	169 / MISCELLANEOUS ACH CREDIT	**Credit Amount:**	548.00

	Cust Ref: 00000000000 **Bank Ref:** IA071759864874 **Unique ID:** 00000091006076302173 JUSTICE SV9T 8001234568 250828 CitePayUSA CitePayUSA deposit from Vantiv for 08/28/2025		
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Bank Ref:** IA101128759149 **Unique ID:** 00000091005968394415 CENTENE CORP HCCLAIMPMT 250827 TRN*1*0900181967*1455583511\	**Credit Amount:**	507.77
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Bank Ref:** IA000024774505 **Unique ID:** 00000091005969649649 BCBS of NM HCClaimPmt 250828 85598132 TRN*1*C25240E00537520*1361236610*0E0053752\	**Credit Amount:**	437.50
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Bank Ref:** IA000053850802 **Unique ID:** 00000091005962308776 HUMANA INS CO HCCLAIMPMT 250828 82961479 TRN*1*166219014250827*1391263473\	**Credit Amount:**	340.72
8/29/2025	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Bank Ref:** IA000019282005 **Unique ID:** 00000091005879195620 UHIC NM HCCLAIMPMT XXXXX0168 TRN*1*25239B1000971646*1362739571*000004567\	**Credit Amount:**	8.60
	MISCELLANEOUS ACH CREDIT Total	**Credit Amount**	**1,259,350.46**
	Credit Total	**Credit Amount**	**1,259,350.46**

Debit Transactions

8/29/2025	575 / INDIVIDUAL ZBA DEBIT **Cust Ref:** 00000000000 **Bank Ref:** IA082900000001 ZBA BALANCE ACCOUNT TRANSFER TO 7318735144	**Debit Amount:**	1,259,350.46
	Account Net Amount		**0.00**

Grand Total For Currency: USD

Balances

Closing Ledger Balance	.00
Closing Collected Balance	.00
Opening Available Balance	.00
One Day Float	.00
Two+ Day Float	.00
MTD Average Closing Ledger Balance	.00
MTD Average Closing Collected Balance	.00
Total Credits	1,259,350.46
Total Debits	1,259,350.46
Total Number Credits	12
Total Number Debits	1

---- END OF REPORT ----

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
1190 St Francis Dr.
Santa Fe, NM 87502-6110

ACH Remittance Advic

State of New Mexico
Department of Finance & Administration

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504-0000
United States

Date	Payment Amount	Reference
Aug/29/2025	$100,000.00	3001877550

DFI ID: 121000248 **Bank Account:** **********8564

NON-NEGOTIABLE

If you would like to receive electronic ACH remittance advices via email, please contact DFA Vendor Relations at vendor.relations@dfa.nm.gov

Business Unit : 66500 **Payment Date:** 08/29/2025 **Reference:** 300187755(

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discounts	Late Charges	Paid Amoun
INVOICE#20250731EMSFUNDACT SANT	Jul/31/2025	00759405	100,000.00	0.00	0.00	100,000.0(
INVOICE#20250731EMSFUNDACTSANTAFE						

Supplier Number	Name	Bank Charge	Transfer Cost C(
0000054360	CITY OF SANTA FE	$0.00	

Reference	Date	Total Gross Amt	Total Discounts	Total Late Charges	Total Paid Am
3001877550	Aug/29/2025	$100,000.00	$0.00	$0.00	$100,000.0(

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-186-00-000-561200-			
Org	2210186	EMS grant	Acct name	Employee Training/Tuition		Account Notes	
Object	561200	Trng/Tuitn	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	20,000.00	20,000.00	20,000.00	26,000.00
Transfers In	6,000.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	26,000.00	20,000.00	20,000.00	26,000.00
Actual (Memo)	25,999.50	19,999.50	20,000.00	.00
Encumbrances	.00	.00	.00	2,916.00
Requisitions	.00			.00
Available	.50	.50	.00	23,084.00
Percent used	100.00	100.00	100.00	11.22

Account

Fund	221 EMRGSVC	Acct	221-15-20-2100-186-00-000-570500-		
Org	2210186 EMS grant	Acct name	Equipment & Machinery >$5K		Account Notes
Object	570500 Eqp&MchnNE	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	.00	.00	.00	54,000.00
Transfers In	54,000.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	54,000.00	.00	.00	54,000.00
Actual (Memo)	26,633.04	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	27,366.96	.00	.00	54,000.00
Percent used	49.32	.00	.00	.00

Fund
Org 2210186
Object 530710
Project

Acct
Acct name
Type
Status
Rollup
Sub-Rollup
MultiYr Fund

Account Notes

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				
Transfers In				
Transfers Out				
Revised Budget				
Actual (Memo)				
Encumbrances				
Requisitions				
Available				
Percent used				

Display detail information for current account.
No data available. The "Search" option was not used or it returned no data.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/16/2025

Project Title: Emergency Medical Services Fund Act FY26

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2622109

Grant ID: S2615

Approved By: ERIKA LUJAN
ERIKA LUJAN (Sep 16, 2025 16:13:57 MDT)

CT (Finance Use Only) Sep 16, 2025

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 of NM Dept. of Health % of Funding: 100

MUNIS ORG: 2210186 MUNIS OBJ: 490180 Awarded Amount: $100,000.00

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: See attached MUNIS ORG: 2210186 MUNIS OBJ: See attached

Grants Only (list all grants if applicable):

Grantor Name: NM DEPT OF HEALTH EMS ACT FUND Awarded Amount: 100,000.00

AR Charge Code: 2210186.490180 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700003 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: Michael Suber

Email: mjsuber@santafenm.gov

Signature: ERIKA LUJAN
ERIKA LUJAN (Sep 18, 2025 14:34:05 MDT)

Email: evlujan@santafenm.gov

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Date: October 27, 2025

To: Mayor Alan Webber and Governing Body
Public Works and Utilities Committees, Finance

Via: Mark Scott, City Manager — MS / Mark Scott

From: Jimmy Gunn, Interim Director, Santa Fe Regional Airport — JG / JG

Terry Lease, Asset Development Manager, Asset Development — TL / TL

Subject: Lease Agreement for Wolf and Mermaid Enterprises, LLC for a Café at the Santa Fe Regional Airport

Vendor Name: Wolf and Mermaid Enterprises LLC

Vendor Number: 10887

ITEM AND ISSUE:
The Santa Fe Regional Airport respectfully requests your review and approval of a lease agreement for a kitchen area in the secure area of the terminal between the City of Santa Fe (Santa Fe Regional Airport) and Wolf and Mermaid Enterprises, LLC.; (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov)

BACKGROUND AND SUMMARY:
The City of Santa Fe ("City" or "Lessor") owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico. Within the secure area of the Terminal is a kitchen area ("Kitchen"). Wolf and Mermaid, LLC ("Lessee") wishes to provide food and beverage services, and sell related merchandise, to patrons of the Airport and City of Santa Fe ("Lessor") agrees to lease Kitchen to Lessee.

The initial term of the proposed Lease is five (5) years, with two (2) option terms of five (5) years each. The base rent shall be $10,600.50 per year ($883.38 per month) plus a "Concession Fee: of twelve percent (12%) of all gross receipts initiated at the Airport and the base rent will escalate at 2.5% per year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Munis Org Name/Number: Airport/5456050

Munis Object Name/Number: Land-rentals/460150

Budget Officer / Designee: CFM for AJH ~~CFM for AJH (Oct 30, 2025 11:01:20 MDT)~~ **Date:** 10/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Leases are exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: **N/A Exempt** **Date:** _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM # _____

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE and WOLF and MERMAID, LLC

This LEASE AGREEMENT ("Lease Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the **CITY OF SANTA FE**, a municipal corporation ("City" or "Lessor") and **WOLF and MERMAID, LLC**, a New Mexico limited liability company ("Lessee"), collectively the "Parties."

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico; and

WHEREAS, operations at the Airport are subject to laws, rules, and regulations including Chapter 3 of the Santa Fe City Code of 1987 and the rules, fees, and minimum standards adopted thereunder; Chapter 64 of the New Mexico Statutes Annotated 1978 compilation, especially Article 1; 14 C.F.R. Parts 139, 158, and 170; and Federal Aviation Administration ("F.A.A.") grant assurances, Order 5190.6B on airport operations as updated, and policies including those on airport revenue use (64 C.F.R. 7715, as amended) and hangar use (81 F.R. 38910, as amended); and

WHEREAS, services provided by Airport tenants benefit general aviation at the Airport, commercial aviation operators and passengers, and residents of the City and of Santa Fe County; and

WHEREAS the City operates a terminal building on the Airport known as Santa Fe Regional Airport Terminal ("Terminal"), located on the Airport at the end of Aviation Drive, Santa Fe, New Mexico for the purpose of providing safe and reliable air transportation services and supporting travel amenities; and

WHEREAS, within the secure area of the Terminal is a kitchen area ("Kitchen"); and

WHEREAS, Lessee wishes to provide food and beverage services, and sell related merchandise, within the Terminal at the Airport; and

WHEREAS, the City desires to lease the Kitchen portion of the Terminal and to Lessee for the purpose of providing food and beverage services to patrons of the Airport.

WITNESSETH:

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

1. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, the following (collectively the "Premises."):

a. 573 total square feet in the Terminal identified as Kitchen and Snack Bar ("Premises"), as shown on **Exhibit A** of this Lease Agreement.

b. The installation, location and maintenance, at Lessee's sole cost and expense, of kitchen equipment and identifying signs in the Premises shall be subject to the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Airport.

c. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of five (5) years. with two (2) "Option Terms" of five (5) years each.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and approval or denial of any Option Term shall be at Lessor's sole discretion. All terms, covenants and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. RENT AND FEES

Lessee shall pay to Lessor the following:

a. Base Rent. First year Rent for the Terminal Space of $883.38 per month, $10,600.50 per year (573sq.ft. x $18.50/sf/year). The initial rental rate was determined by a 2023 fair market rent appraisal, adjusted for inflation.

b. Concession Fee. Lessee agrees to remit to Lessor a "Concession Fee" of twelve Percent (12%) of all gross receipts initiated at the Airport.

All records, accounts, books, receipts and data on business activities shall be subject to inspection and audit by Lessor or Lessor's contractor. If an audit reveals a discrepancy of more than 5% of the gross receipts reported and the gross receipts determined by an audit for any 12-month period, Lessee shall pay the gross receipts fee on the difference, plus a 15% penalty amount added to the payment. If an audit reveals a discrepancy, Lessee agrees to reimburse Lessor for the cost of the audit or audits.

c. Employee Parking. Employee Parking is defined as parking spaces in the Airport parking lot, which is designated by Lessor and may be reassigned from time-to-time. Lessee may request dedicated Employee Parking spaces from the Airport Director, who may approve the requested number or a lesser number of spaces at the Airport Director's sole discretion. Lessee shall pay an employee parking fee ("Parking Fee") of $200.00 per space per year**.**

d. Payment of Rent, Gross Receipts Fees and Parking Fees. Lessee shall pay Rent, the Concession Fee and Parking Fee monthly**,** which is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

e. Penalty for Late Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

f. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit B.**

g. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.

4. USE OF PREMISES

a. Conditions of Use. Lessee shall use the Premises solely for the purpose of operating food and beverage services to patrons of the Airport.

b. Guarantee of Service. Lessee shall provide the following:

   i. Open to serve the public a minimum of 30 minutes before the first scheduled airline arrival and ending no sooner than 30 minutes after the last airline arrival, 7 days per week, 365 days per year.

   ii. Service for all commercial airline flight passenger arrivals and departures that occur outside of normal daily operating hours.

   iii. At least one employee on duty during all operating hours.

c. Improvement of the Premises. Lessee may, with the prior written consent of the Airport Director and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, and other applicable local, state and federal regulations. Lessee shall, upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

d. Trade Fixtures. All trade fixtures installed by Lessee shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails

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

e. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ l 0-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.

b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement.

c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

d. Lessee shall at all times during the term of this Lease and any extension or renewal thereof, in a timely manner, provide safe Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.

e. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.

f. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, Lessor may, at the discretion of the Airport Manager, perform those duties at Lessee’s sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee’s obligations. Lessee’s obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

a. Lessee, at Lessee’s sole cost and expense, agrees to provide the following:
   i. Janitorial supplies and services.
   ii. Phone, internet and related services.

b. Lessor, at Lessor’s sole cost and expense, agrees to provide the following:
   i. All gas, electricity, water, sanitary sewer service and refuse deposal services.

ii. Pest control services.
iii. Snow removal services.

7. TAXES

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

(A) Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

2. Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

b. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no

obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

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

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

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

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
   i. the breach;
   ii. the action required to cure the breach;
   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

b. Either Party may terminate this Lease Agreement with written notice to the other Party at least ninety (90) days prior to the termination date.

c. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
   i. Deterioration caused through reasonable use and ordinary wear and tear;
   ii. Alterations, improvements or conditions made with Lessor's written approval.

14. RIGHTS OF LESSOR

a. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protest of the Lessee, and to lease additional space to other concessions at the Airport regardless of any objection of the Lessee. The Lessor may relocate the Premises if the physical development of the Airport or the Airport Terminal requires relocation, provided the Lessor gives sixty (60) days' written notice to the Lessee and the Lessor compensates the Lessee for the Premises in one of the two following methods, at the Lessor's expense:

   i. If the Lessor determines it has another location available at the Airport or in the Terminal which is generally comparable in location to that being taken for development, then the Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses; or

   ii. If Lessor determines that Lessee cannot be relocated as described above, then Lessor shall purchase from Lessee the Lessee-owned facilities to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the improvements taken.

b. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules, and codes now or hereafter in effect.

c. Lessor may tow at Lessee’s expense any vehicle owned or rented by Lessee that is not parked in the Ready/Return, Parking Lot, or other area approved in writing by the Airport Manager.

15. RIGHTS OF LESSEE

a. Lessee shall have the right, but shall not be required:

   i. To the non-exclusive use, in common with others, of the Airport, appurtenances, and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas;

   ii. To install, operate, maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business; and

   iii. Of access to and from the Premises, limited to streets, driveways, and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, and patrons.

b. Lessee is authorized, but not required, to provide the services set forth above in Section 4 (Use of Premises).

16. NOTICE

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

To Lessor: City of Santa Fe
Attn. City Manager
P.O. Box 909
Santa Fe, NM 87504

To Lessee: Wolf and Mermaid, LLC
Attn. Scott Baird
6 Vista Grande Dr.
Santa Fe, NM 87508

With a copy to: City of Santa Fe
Attn. Airport Director
P.O. Box 909
Santa Fe, NM 87504

City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, New Mexico 87504

17. NO WAIVER

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

18. SEVERABILITY

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

19. ENTIRE AGREEMENT

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

20. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

21. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

22. HEADINGS

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

23. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

24. AMENDMENT

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

25. <u>SECURITY DEPOSIT</u>

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from the City's Airport Manager or Administrative Manager, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, the City's Airport Manager shall have the right to increase the Security Deposit to the extent necessary, in the Airport Manager's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in the Airport Manager's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if

City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

26. CONSTRUCTION OF IMPROVEMENTS

a. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction, and such evidence may take on of the following forms:
   i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or
   ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until Lessor acknowledges satisfactory completion of construction of Improvements.

b. Turnover or Removal of Improvements.
   i. Turnover of Improvements – If Lessor directs that the Improvements be turned over to Lessor at the expiration of this Lease Agreement, they shall be turned over in a state of good condition and repair.
   ii. Removal of Improvements – If Lessor directs that the Improvements be removed, all or in part, prior to the expiration or termination of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property, use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.
   iii. Removal of Hazardous Materials – All hazardous on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Lease Agreement, whether or not the Improvements remain on the Premises.

27. OBSERVATION OF LAWS, RULES, REGULATIONS, AND FAA GRANT ASSURANCES

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state, the county and the City now or hereafter in effect.

28. FAIR AND NONDISCRIMINATORY SERVICES

Lessee, in the conduct of its authorized business activities, shall furnish good, prompt, and efficient service in compliance with all applicable laws, rules, and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to the Lessor. Lessee shall not permit its employees or agents to solicit customers on public property.

29. CIVIL RIGHTS ASSURANCES

a. Lessee agrees for itself, its employees, and its contractors and subcontractors that:

   i. No person shall be excluded from participation in, benefits of, or otherwise subjected to discrimination in the use of the Airport on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status;

   ii. In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status; and

   iii. Lessee shall comply with all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Subtitle A, Part 21 in using Airport premises or providing services initiated at the Airport.

   iv. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall be excluded from employment activities or any covered service or benefit on a prohibited basis by Lessee, an employee of Lessee, or any contractor or subcontractor.

30. ENVIRONMENTAL PROTECTIONS

a. Lessee shall not commit or permit commission of any waste on the Airport, or any nuisance or other act or thing that may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

b. Lessee shall, at all times, comply with all applicable laws, rules, and regulations of the federal, state, and local government entities. Lessee shall not permit any activity which directly or

indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash, or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason of risk of explosion, fire, or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protections regulations.

c. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants, and aircraft deicing fluids) which is or becomes designated, classified, or regulated as being "toxic," "hazardous," a "pollutant," or similar designation under any federal, state, or local law, regulation, or ordinance.

d. Pursuant to Section 10 (Indemnification) above, Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert, and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any contractor or sub-tenant's activities, whether before, during, or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connections with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, or any resulting damages or injuries to the person or property or which is brought against Lessor, whether alone or together with Lessee or any other person.

e. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the premises. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects, or believes there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the Airport, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

31. NONEXCLUSIVE RIGHTS

a. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Agreement the exclusive right to the use of the common areas and facilities of the Airport.

b. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to lessees, including other ground, air, and transportation services. Lessor shall not in the future form any other Agreement more favorable or less restrictive to Lessee's than set forth in this Agreement. Lessor understands and agrees that nothing in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

32. SUBORNINATE PROVISIONS

This Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreement between the Airport and its appurtenant facilities, the execution of which have been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion, or development of said airport or its facilities.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR: **CITY OF SANTA FE**

_____
ALAN M. WEBBER, MAYOR

DATE: _____

LESSEE: WOLF and MERMAID, LLC

Scott T. Baird (Oct 23, 2025 15:37:09 MDT)
_____
SCOTT T. BAIRD, PARTNER

DATE: Oct 23, 2025

ATTEST:

_____
ANDRÉA SALZAR, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Kevin L. Nault
Kevin L. Nault (Oct 27, 2025 11:15:30 MDT)
_____
KEVIN L. NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
EMILY K. OSTER, FINANCE DIRECTOR
Business Unit/Line Item 5456050/460150

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Exhibit A – Premises, Terminal Space

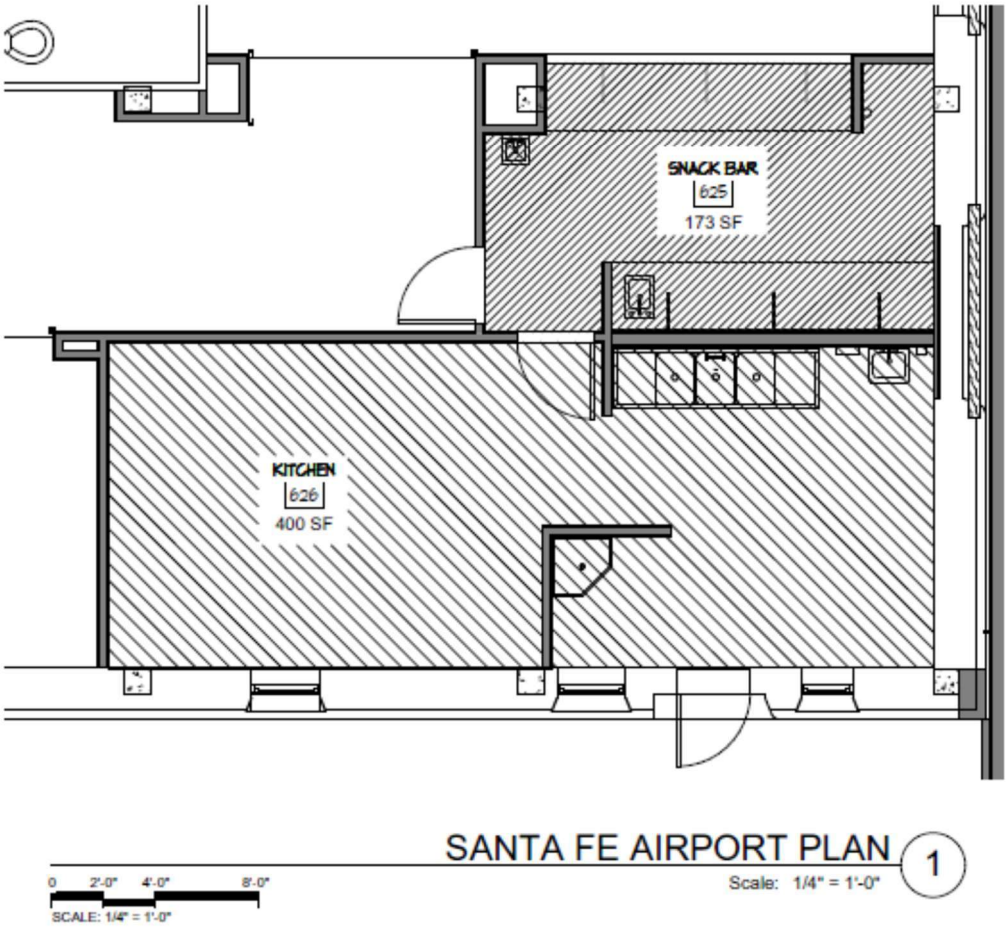


Exhibit B – Rent Schedule

	Year	Term Dates		LSF	Escalation	TOTAL ANNUAL RENT/SF	Annual Rent	Monthly Rent
	1	11/1/2025	10/31/2026	573	[redacted]	$18.500	$10,600.50	$883.38
	2	11/1/2026	10/31/2027	573	2.50%	$18.963	$10,865.51	$905.46
	3	11/1/2027	10/31/2028	573	2.50%	$19.437	$11,137.15	$928.10
	4	11/1/2028	10/31/2029	573	2.50%	$19.922	$11,415.58	$951.30
	5	11/1/2029	10/31/2030	573	2.50%	$20.421	$11,700.97	$975.08
*	6	11/1/2030	10/31/2031	573	2.50%	$20.931	$11,993.49	$999.46
*	7	11/1/2031	10/31/2032	573	2.50%	$21.454	$12,293.33	$1,024.44
*	8	11/1/2032	10/31/2033	573	2.50%	$21.991	$12,600.66	$1,050.06
*	9	11/1/2033	10/31/2034	573	2.50%	$22.540	$12,915.68	$1,076.31
*	10	11/1/2034	10/31/2035	573	2.50%	$23.104	$13,238.57	$1,103.21
*	11	11/1/2035	10/31/2036	573	2.50%	$23.682	$13,569.54	$1,130.79
*	12	11/1/2036	10/31/2037	573	2.50%	$24.274	$13,908.77	$1,159.06
*	13	11/1/2037	10/31/2038	573	2.50%	$24.880	$14,256.49	$1,188.04
*	14	11/1/2038	10/31/2039	573	2.50%	$25.502	$14,612.91	$1,217.74
*	15	11/1/2039	10/31/2040	573	2.50%	$26.140	$14,978.23	$1,248.19
	* Designates Option Terms							

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2025

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	CONTACT NAME: Insurance Canopy Service Team	
Insurance Canopy P.O. Box 34833 North Chesterfield VA 23234	PHONE (A/C, No, Ext): (888) 600-0894	FAX (A/C, No): (801) 763-1375
	E-MAIL ADDRESS: certificates@insurancecanopy.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Insurance Company of the Southeast	38261
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wolf and Mermaid Enterprises, LLC dba
Wolf and Mermaid Enchanted Roasters
6 Vista Grande Dr
Santa Fe NM 87508-8848

COVERAGES **CERTIFICATE NUMBER:** 22/23 Master **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		34 SBM AV1VJ0	11/29/2024	11/29/2025	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
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34WECAV1DSM	11/29/2024	11/29/2025	[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

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

It is understood and agreed that the Certificate Holder City of Sante Fe is included as Additional Insured in regards to the General Liability Policy, but only with respects to its liability arising out of the activities of the Named Insured, subject to all policy terms, conditions and exclusions, as required by written contract, written agreement or permit.

CERTIFICATE HOLDER

City of Sante Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

Signature: 

Email: tjlease@santafenm.gov

Signature: 

Email: jdgunn@santafenm.gov

Signature: Mark Scott (Oct 29, 2025 20:29:56 MDT)

Email: mscott@santafenm.gov

Wolf-Mermaid_Airport_Lease_Packet

Interim Agreement Report 2025-10-30

Created:	2025-10-27
By:	Nina Nguyen (nanguyen@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAZ2Uq7UgYRkbqpQ-31uy4VLVMxunq0AR-

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.

"Wolf-Mermaid_Airport_Lease_Packet" History

Document created by Nina Nguyen (nanguyen@santafenm.gov)
2025-10-27 - 10:28:22 PM GMT- IP address: 63.232.20.2

Document emailed to Terry Lease (tjlease@santafenm.gov) for signature
2025-10-27 - 10:31:27 PM GMT

Email viewed by Terry Lease (tjlease@santafenm.gov)
2025-10-28 - 1:35:06 PM GMT- IP address: 104.47.64.254

Document e-signed by Terry Lease (tjlease@santafenm.gov)
Signature Date: 2025-10-28 - 1:35:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to jdgunn@santafenm.gov for signature
2025-10-28 - 1:35:43 PM GMT

Email viewed by jdgunn@santafenm.gov
2025-10-28 - 1:50:35 PM GMT- IP address: 63.232.20.2

Signer jdgunn@santafenm.gov entered name at signing as Jimmy Gunn
2025-10-28 - 1:51:19 PM GMT- IP address: 63.232.20.2

Document e-signed by Jimmy Gunn (jdgunn@santafenm.gov)
Signature Date: 2025-10-28 - 1:51:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Mark Scott (mscott@santafenm.gov) for signature
2025-10-28 - 1:51:24 PM GMT

Email viewed by Mark Scott (mscott@santafenm.gov)

2025-10-28 - 1:51:30 PM GMT- IP address: 51.54.38.123

Document e-signed by Mark Scott (mscott@santafenm.gov)

Signature Date: 2025-10-30 - 2:29:56 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2025-10-30 - 2:29:59 AM GMT

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Acrobat Sign

Wolf-Mermaid_Airport_Lease_Packet_3

Final Audit Report 2025-10-30

Created:	2025-10-30
By:	Nina Nguyen (nanguyen@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-SDrJnbuy7TiSL1-xFFgDxB4jNRsawH8

"Wolf-Mermaid_Airport_Lease_Packet_3" History

Document created by Nina Nguyen (nanguyen@santafenm.gov)
2025-10-30 - 4:45:32 PM GMT- IP address: 63.232.20.2

Document emailed to CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) for signature
2025-10-30 - 4:47:27 PM GMT

Email viewed by CHRISTINA MARTINEZ (cfmartinez@santafenm.gov)
2025-10-30 - 4:59:19 PM GMT- IP address: 104.47.64.254

Signer CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) entered name at signing as CFM for AJH
2025-10-30 - 5:01:18 PM GMT- IP address: 63.232.20.2

Document e-signed by CFM for AJH (cfmartinez@santafenm.gov)
Signature Date: 2025-10-30 - 5:01:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-10-30 - 5:01:20 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: October 16, 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 Jesse Roach
Debora Trujillo, Environmental Services Division Director DEBORA TRUJILLO

Subject: Purchase of One (1) Automated Side-Loading Collection Vehicle

Vendor Name: Pete's Equipment Repair Inc.

Munis Vendor Number: 1488

ITEM AND ISSUE:

Public Utilities Department (ESD) respectfully requests your review and approval of the purchase of One (1) Automated Side-Loading Collection Vehicle in the Total Amount of $372,062.47 excluding tax with Pete's Equipment Repair, Inc. Via Sourcewell Cooperative Contract #110223-NWY, Expires December 28, 2027.

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase one Automated Side-Loading Collection Vehicle to replace an existing vehicle that was decommissioned due to consistently high maintenance costs and is no longer financially viable to operate. The retired vehicle has already been sent to auction. The department proposes acquiring this replacement vehicle from Pete's Equipment Repair Inc., which currently has the unit in stock and is available for immediate delivery upon receipt of payment. This acquisition is particularly advantageous to the City of Santa Fe because the vehicle was originally spec'd and built for another New Mexico municipality, which ultimately cancelled the order. As a result, the vehicle is being offered to the City at a significantly reduced price. This purchase will not only fill the operational gap left by the decommissioned unit but also support the department's ongoing efforts to modernize its fleet, reduce operational costs, and maintain a high level of service to the community.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Recycling Collections / 5100334

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andy Hopkins **Date:** 10/17/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was: Sourcewell Cooperative Contract #110223-NWY, Expires December 28, 2027.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montaño **Date:** 10/20/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

Vehicles included? ☒ **Yes |** ☐ **No**

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

Comment/Exceptions: approved via email as shown below!

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-Sanawong **Title:** Accounting Manager **Date:** 10/20/2025

Comment/Exceptions: _____

ATTACHMENTS:

Vendor's Quote
Vendor's vehicle specifications
Sourcewell Contract #110223-NWY
Sourcewell Contract #110223-NWY Pricing
Fleet Maintenance Manager's Memo

Pete's Equipment Repair, Inc.

Cleaning and Protecting Our Communities

1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

October 16, 2025

City of Santa Fe
Martin Valdez, Project Administrator
Environmental Services Division
Public Utilities Department

Dear Mr. Valdez:

I am pleased to provide you with a quote for a New Way 31-yard ASL Sidewinder body mounted on a 2023 Autocar ACX64, w/Cummins L9 motor, 380 HP and Allison 4500 RDS Transmission. The price(s) for the New Way refuse body and Chassis is $372,062.47. The final price includes the following New Way body options and features:

- 31 yrd, ASL Body
- Strobe Light Package, 2 round lights
- Arm Cycle Counter
- Arm Spill Shield
- Shovel Broom Rack
- Hopper Access Ladder
- Safety Vision Dual Camera
- Quick Disconnect Pressure Gauge
- Arm Control Joystick on Console
- Front Mount, Tandem Vane PTO
- LED Body lights
- Fire Extinguisher
- LED Mid Body back up lights
- Two Cleanout Shute extensions
- Steel Tool Box
- Trough Cleanout Tool
- 96 Gallon Arm, 6 x 6 Chains
- LED Work Lights
- Remote Grease Zerk, 2 locations
- Ext Warr, transmission, engine & exhaust

The purchase order should be addressed to Pete's Equipment Repair, Inc. as we are the sole dealer for New Way products in New Mexico. This quote is valid for 30 days from today's date and can be updated for you anytime. Subject to prior sale. If you have any questions, please give me or Laurie Rebarchik a call.

Thank you for this opportunity,

Pete Marquez, Sr.
President

PETE'S EQUIPMENT REPAIR, Inc., Sourcewell Worksheet, City of Santa Fe, New Way ASL 10/16/2025

Sourcewell Contract #110223-NWY

1	9145	ASL, 31YD, (27 + 4 TG) CAN BUS	$179,294.69	
1	STD	Complete Mount (Standard, No Charge)	$0	
1	STD	96 Gallon Arm 6 x 6 Chains (standard)	$0	
1	STD	Variable Grip Pressure	$0	
1	STD	Tailgate Seal	$0	
1	STD	Trough Cleanout Tool	$0	
1	STD	Rake Teeth Breaker Bar	$0	
1	STD	ARM Powder Coat (New Way Safety Yellow)	$0	
1	STD	Front Mount, Tandem vane (bumper extended)	$0	
1	STD	All LED Body Lights, Inccluding Reverse and License Plate are included	$0	
1	STD	Strobe Light Package (Integrated Strobe System) ((2) round lights mounted upper tailgate) (standard)	$0	
1	STD	Strobe Light Package (Integrated Strobe System) ((2) round lights mounted lower tailgate)	$0	
1	STD	Upper Light Bar with (2) Stop/Tail Standard	$0	
1	STD	Fire Extinguisher 10 Lbs. (standard on mounted units)	$0	
1	STD	Triangle Kit (standard on mounted units)	$0	
1	STD	Safety Vision DualCamera system w/7" Color Monitor Center Tailgate & hopper, upper left side	$0	
1	STD	BODY Acrylic Urethane Enamel (White)	$0	
1	STD	ARM Powder Coat (New Way Safety Yellow)	$0	
1	STD	Electronic Filter By-Pass Indicator	$0	
1	STD	High Temperature Fluid Indicator	$0	
1	STD	Quick Disconnect Ports for Pressure Gauge	$0	
1	STD	Arm Control Joystick on Console (standard)	$0	
1	STD	Arm Cycle Counter	$0	
1	STD	Hour Meter on PTO	$0	
1	STD	User Manual	$0	
1	STD	2-Year Cylinder Warranty (standard)	$0	
1	STD	1-Year Body Warranty (standard)	$0	
1	STD	1-Year Arm Warranty (standard)	$0	
1	STD	1-Year Hydraulic Warranty (standard)	$0	
1	131109	LED Mid Body Back-Up Lights Includes (2) Lights	$559.51	
1	147520	LED Work Lights (1 Light in Hopper and 1 lower front bolster facing arm)	$456.15	
1	130548	Remote Grease Zerk Tailgate & Upper Cylinder Hinge Pins	$580.56	
1	133622	Arm Spill Shield (Standard Arm Only)	$739.71	
2	126940	Cleanout shute extension - both sides	$394.92	
1	147024	Hydraulic Hopper Cover - Steel	$3,898.08	
1	137176	Hopper Access Ladder	$887.43	
1	126277	Shovel/Broom Rack, Location	$286.96	
1	124738	Quick Disconnect Pressure Gauge	$158.28	
1	104252	Steel Tool Box 18x18x24	$866.07	
		Total Body Price	$188,122.36	$188,122.36
		Sourcewell Discount 4%	($7,524.89)	($7,524.89)
		Non Contract Items Below		
1	CHASSIS	2023 Autocar ACX64, Incl 3 Year Extended Warranty on Transmission, Engine & Exhaust	$209,465.00	
		Total Non Contracted Items	$209,465.00	$209,465.00
		Pete's Equipment Repair, Inc., Stock Discount	($22,000.00)	($22,000.00)
1	VDS-153	Freight Charges	$4,000.00	$4,000.00
1		PDI, Delivery and Training	$0.00	$0.00
		Sourcewell Price for 2024 New Way Automated Side Loader		**$372,062.47**

Quote Valid for 30 Days, Subject to prior sale

CONFIDENTIAL

Pete's Equipment Repair, Inc.

Cleaning and Protecting Our Communities

1412 Broadway NE
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(505) 242-6969 Phone
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October 16, 2025

City of Santa Fe
Martin Valdez, Project Administrator
Environmental Services Division
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Dear Mr. Valdez:

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Thank you for this opportunity,

Pete Marquez, Sr.
President

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Sourcewell

Solicitation Number: RFP #110223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scranton Manufacturing Company/New Way Trucks, 101 State Street, Scranton, IA 51462 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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 U.S.C. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/19/2024 | 7:07 PM CST

Scranton Manufacturing Company/New Way Trucks

DocuSigned by:
By:
FDDEA3B770F6476...
Don Ross
Title: Chief Sales Officer
Date: 1/19/2024 | 3:52 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 1/19/2024 | 7:49 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state:	New Way Trucks
Address:	101 State Street Scranton , IA 51462
Contact:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Phone:	715-321-6048
HST#:	42-0993825

Submission Details

Created On:	Thursday September 14, 2023 12:13:18
Submitted On:	Tuesday October 31, 2023 16:09:36
Submitted By:	Sam Norland
Email:	snorland@mcfamco.com
Transaction #:	581454c8-715f-4d1a-8a90-cec08b6d690f
Submitter's IP Address:	198.153.109.161

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Scranton Manufacturing Company/New Way Trucks	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996	*
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462	*
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantonmfg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result. A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation. New Way Trucks is one of the fastest-growing companies in the $100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence. New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe. Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton. Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients. New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.	*

11	What are your company's expectations in the event of an award?	Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies. Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products. New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a $3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion. In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia. New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.	*
13	What is your US market share for the solutions that you are proposing?	According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations. The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end- users and Distributor Network. New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise. The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions. New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards. New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period. Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast. *

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tippers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) New Way Trucks Parts 2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network 3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet. 4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network. 5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing. 4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency. New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	(•) Yes ( ) No	New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	(•) Yes ( ) No	New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	(•) Yes ( ) No	Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime. Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind. We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally.	*

26	Maintenance services	(•) Yes ( ) No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcewell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcewell contract.

Table 5: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcewell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcewell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcewell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.	*

31	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	New Way Trucks provides the following solutions: A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor. B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a “good” (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies. Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency’s location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries. Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over $2,500.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include. The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement. This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list. New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings. New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent. The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi. a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, “demonstrating extraordinary service to the mission and goals of the organization.” c. 2020: Prentiss County (Mississippi) Development Association’s Industry of the Year for, “contributions made to the economy of Prentiss County in the areas of employment, investment, and community support.” d. 2020: Prentiss County’s Best New Business, as voted on by Booneville Banner Independent readers e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, “service to the technical division, support of SWANA’s mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry.” f. 2020: Don Ross elected to serve on the NWRA Board of Trustees g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors h. 2021-2022: Recognized as one of the Prentiss County Community’s 2021 Business Newsmakers in consecutive years i. 2022: Voted Prentiss County’s Best Place to Work by Booneville Banner Independent readers j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, “consistent support of the association.” k. 2022: Don Ross elected Chairman of NWRA Board of Trustees l. 2023: Surpassed $750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.	*
44	What percentage of your sales are to the governmental sector in the past three years	Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.	*
45	What percentage of your sales are to the education sector in the past three years	New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison. New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	$6,707,874.07	*
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	$5,328,418.67	*
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	$4,483,038.69	*
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	$4,356,101.35	*
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	$3,414,034.12	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Statesboro, Georgia	Ronnie Lane	912.764.0681	*
City of Lakeland, Florida	Gene Ginn	863.834.8773	*
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703	*
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790	
City of Dallas, Texas	Vincent Olsen	214.671.9064	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
50	Sales force.	New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America. Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.	*
51	Dealer network or other distribution methods.	New Way's Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada. Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles though Sourcewell.	*
52	Service force.	Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed. New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way's continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner. The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department's proximity to New Way's main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.	*

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	New Way's Sourcewell order procedure includes six simple steps. 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle.	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network. In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country. Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over $2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River. As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.	*

58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcewell contract.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth! Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcewell (newwaytrucks.com/sourcewell). For the past nine years, we have included the NJPA /Sourcewell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences. New Way has also partnered with Sourcewell to present the benefits of being a Sourcewell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period. Additionally, New Way will continue to participate in nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcewell. Please review samples of our numerous co-branding efforts with Sourcewell in the document upload section.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcewell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews. New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers. Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike. New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.	*

62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcewell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today. New Way Trucks highly values Sourcewell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers. Sourcewell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcewell. New Way distributors regularly attend Sourcewell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcewell trainings. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshows. Sourcewell will remain a key fixture in New Way's sales process.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands- on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle. Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.	*

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback. An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers. New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.
66	Describe how the equipment you propose simplifies the operation for end-users.	Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind. New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires. According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle. New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models. The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs. New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation. New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags. As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-vision cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency. Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe. As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency. With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.	
68	Describe any technological advances that your proposed products or services offer.	New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings. A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full eject capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets. The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates. New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.	*

69	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The industry’s shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project. New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation. Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented. New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system. Ordering a BEV or CNG refuse truck from New Way assures you’ll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations. As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women’s Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women’s Council, and we are honored to employ several active-duty U.S. military members and veterans.	*

72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attentional to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready. Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this. Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sideloading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.	*

Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

73	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: Verify warranty eligibility of the machine to be serviced per previous sections Diagnose the problem to determine that the service is warrantable Ensure that the parts necessary to perform the repair are available Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).	*

77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
78	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NWT Sourcewell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- Financial Strength and Stability - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- Marketing Plan/Samples - NWT Sourcewell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- Standard Transaction Document Samples - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- Upload Additional Document - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Norland, Marketing Supervisor, New Way Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state:	New Way Trucks
Address:	101 State Street Scranton , IA 51462
Contact:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Phone:	715-321-6048
HST#:	42-0993825

Submission Details

Created On:	Thursday September 14, 2023 12:13:18
Submitted On:	Tuesday October 31, 2023 16:09:36
Submitted By:	Sam Norland
Email:	snorland@mcfamco.com
Transaction #:	581454c8-715f-4d1a-8a90-cec08b6d690f
Submitter's IP Address:	198.153.109.161

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Scranton Manufacturing Company/New Way Trucks
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantonmfg.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result. A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation. New Way Trucks is one of the fastest-growing companies in the $100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence. New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe. Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton. Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients. New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.

11	What are your company's expectations in the event of an award?	Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies. Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products. New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a $3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion. In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia. New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.
13	What is your US market share for the solutions that you are proposing?	According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.
14	What is your Canadian market share for the solutions that you are proposing?	According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations. The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end- users and Distributor Network. New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise. The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions. New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards. New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period. Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection	

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tippers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) New Way Trucks Parts 2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network 3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet. 4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network. 5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing. 4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency. New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	(•) Yes ( ) No	New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle. *
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	(•) Yes ( ) No	New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution. *
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	(•) Yes ( ) No	Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime. Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind. We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally. *

26	Maintenance services	(•) Yes ( ) No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcewell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcewell contract.

Table 5: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcewell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcewell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcewell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.	*

31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	New Way Trucks provides the following solutions: A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor. B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a "good" (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies. Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency's location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries. Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over $2,500.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include. The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement. This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list. New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings. New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent. The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi. a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, "demonstrating extraordinary service to the mission and goals of the organization." c. 2020: Prentiss County (Mississippi) Development Association's Industry of the Year for, "contributions made to the economy of Prentiss County in the areas of employment, investment, and community support." d. 2020: Prentiss County's Best New Business, as voted on by Booneville Banner Independent readers e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, "service to the technical division, support of SWANA's mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry." f. 2020: Don Ross elected to serve on the NWRA Board of Trustees g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors h. 2021-2022: Recognized as one of the Prentiss County Community's 2021 Business Newsmakers in consecutive years i. 2022: Voted Prentiss County's Best Place to Work by Booneville Banner Independent readers j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, "consistent support of the association." k. 2022: Don Ross elected Chairman of NWRA Board of Trustees l. 2023: Surpassed $750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.	*
44	What percentage of your sales are to the governmental sector in the past three years	Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.	*
45	What percentage of your sales are to the education sector in the past three years	New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison. New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	$6,707,874.07	*
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	$5,328,418.67	*
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	$4,483,038.69	*
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	$4,356,101.35	*
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	$3,414,034.12	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Statesboro, Georgia	Ronnie Lane	912.764.0681	*
City of Lakeland, Florida	Gene Ginn	863.834.8773	*
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703	*
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790	
City of Dallas, Texas	Vincent Olsen	214.671.9064	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
50	Sales force.	New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America. Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.
51	Dealer network or other distribution methods.	New Way's Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada. Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles though Sourcewell.
52	Service force.	Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed. New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way's continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner. The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department's proximity to New Way's main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	New Way's Sourcewell order procedure includes six simple steps. 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle.
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network. In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country. Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over $2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River. As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.

58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcewell contract.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth! Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcewell (newwaytrucks.com/sourcewell). For the past nine years, we have included the NJPA /Sourcewell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences. New Way has also partnered with Sourcewell to present the benefits of being a Sourcewell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period. Additionally, New Way will continue to participate in nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcewell. Please review samples of our numerous co-branding efforts with Sourcewell in the document upload section.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcewell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews. New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers. Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike. New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.	*

62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcewell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today. New Way Trucks highly values Sourcewell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers. Sourcewell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcewell. New Way distributors regularly attend Sourcewell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcewell trainings. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshows. Sourcewell will remain a key fixture in New Way's sales process.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands- on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle. Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.	*

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback. An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers. New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.
66	Describe how the equipment you propose simplifies the operation for end-users.	Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind. New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires. According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle. New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models. The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs. New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation. New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags. As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-vision cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency. Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe. As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency. With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.
68	Describe any technological advances that your proposed products or services offer.	New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings. A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full eject capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets. The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates. New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.

69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The industry's shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project. New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation. Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented. New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system. Ordering a BEV or CNG refuse truck from New Way assures you'll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations. As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women's Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans.	*

72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attentional to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready. Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this. Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sideloading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.	*

Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

73	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: Verify warranty eligibility of the machine to be serviced per previous sections Diagnose the problem to determine that the service is warrantable Ensure that the parts necessary to perform the repair are available Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).

77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
78	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NWT Sourcewell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- Financial Strength and Stability - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- Marketing Plan/Samples - NWT Sourcewell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- Standard Transaction Document Samples - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- Upload Additional Document - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Norland, Marketing Supervisor, New Way Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

From: VALDEZ, MARTIN J.
To: JARAMILLO, DAVID M.
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
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 (Oct 16, 2025 15:02:34 MDT)

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Oct 16, 2025 16:11:31 MDT)

Email: dctrujillo@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov

PURCHASING MEMO FOR PETES EQUIPMENT FY26

Final Audit Report 2025-10-16

Created:	2025-10-16
By:	Martin J Valdez (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPGXveLeRcvlVAeV-1bPuf4BaflgGah_V

"PURCHASING MEMO FOR PETES EQUIPMENT FY26" History

Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
2025-10-16 - 8:56:54 PM GMT- IP address: 63.232.20.2

Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2025-10-16 - 9:01:32 PM GMT

Signer MARTIN VALDEZ (mjvaldez@santafenm.gov) entered name at signing as Martin J Valdez
2025-10-16 - 9:02:32 PM GMT- IP address: 63.232.20.2

Document e-signed by Martin J Valdez (mjvaldez@santafenm.gov)
Signature Date: 2025-10-16 - 9:02:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2025-10-16 - 9:02:35 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2025-10-16 - 10:10:57 PM GMT- IP address: 104.47.64.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2025-10-16 - 10:11:31 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-16 - 10:11:32 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-10-16 - 10:56:03 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-10-16 - 10:57:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-10-16 - 10:57:18 PM GMT

GB - 550- PETES_EQUIPMENT

Final Audit Report 2025-10-20

Created:	2025-10-17
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAND9OY1rwIDLu8kv7XOtCZzLolMFVc7Oy

"GB - 550- PETES_EQUIPMENT" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-17 - 4:48:44 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2025-10-17 - 4:52:41 PM GMT

Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2025-10-17 - 4:52:55 PM GMT - Time Source: server- 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
2025-10-17 - 4:52:58 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-17 - 4:53:03 PM GMT- IP address: 51.54.38.120

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-17 - 4:53:05 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-17 - 4:53:10 PM GMT

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-17 - 5:12:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
2025-10-17 - 5:12:52 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-17 - 5:13:10 PM GMT

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-17 - 5:13:11 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
2025-10-20 - 2:10:46 PM GMT- IP address: 104.47.65.254

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-10-20 - 2:11:20 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
2025-10-20 - 2:11:25 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-20 - 2:11:30 PM GMT

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-20 - 2:11:35 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-10-20 - 4:37:21 PM GMT- IP address: 73.228.7.52

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-10-20 - 4:39:26 PM GMT - Time Source: server- IP address: 73.228.7.52

Agreement completed.
2025-10-20 - 4:39:26 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **October 8, 2025**

TO: **Andy Hopkins, Budget Officer**

FROM: **Roberta Catanach, Contract Administrator, Office of Affordable Housing**

ACTION REQUESTED:
Approve the FY26 Budget Adjustment Resolution (BAR) in the amount of $844,469.

Org/Obj 3459980.572970 $844,469

ITEM AND ISSUE:
The purpose of this BAR is to re-appropriate / carry forward the remaining Office of Affordable Housing Capital Outlay FY25 Budget totaling $844,469 into the FY26 budget.

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development Department - Affordable Housing	10/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Construction (Lamplighter Capital Outlay	3459980	572970	PWD2534525	844,469	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 844,469	$ -

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

Carry forward remaining balance OAH Capital Outlay contract into 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 — Prepared By {print name} — 10/8/2025 Date

Elisa Montoya — Elisa D. Montoya (Oct 9, 2025 13:30:50 MDT) — Oct 9, 2025
Division Director Signature {optional} — Date

Faviola Chavez — Favila A. Chavez (Oct 9, 2025 11:34:36 MDT) — Oct 9, 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 — Andy Hopkins — Oct 9, 2025
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

Account

Fund	345	COMDEV	Acct
Org	3459980	HousingCIP	Acct
Object	572970	WIP Constr	Type
Project			Rollu
			Sub-F

4 Year Comparison | Current Year | History

Yr/Per 2025/01	Fiscal Year 2025
Original Budget	.00
Transfers In	768,095.00
Transfers Out	-105,027.00
Revised Budget	663,068.00
Actual (Memo)	-181,401.48
Encumbrances	.00
Requisitions	.00
Available	844,469.48
Percent used	-27.36

(1) JL Gray BAR - $844,469 - Capitol Outlay

Final Audit Report 2025-10-09

Created:	2025-10-09
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuyVrIvSf9anqTTNwfWfOeRNOwGvYXBJh

"(1) JL Gray BAR - $844,469 - Capitol Outlay" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2025-10-09 - 5:29:20 PM GMT- IP address: 63.232.20.2

Document emailed to fachavez@santafenm.gov for signature
2025-10-09 - 5:30:58 PM GMT

Email viewed by fachavez@santafenm.gov
2025-10-09 - 5:33:59 PM GMT- IP address: 104.47.65.254

Signer fachavez@santafenm.gov entered name at signing as Favila A. Chavez
2025-10-09 - 5:34:34 PM GMT- IP address: 45.231.170.203

Document e-signed by Favila A. Chavez (fachavez@santafenm.gov)
Signature Date: 2025-10-09 - 5:34:36 PM GMT - Time Source: server- IP address: 45.231.170.203

Document emailed to edmontoya1@santafenm.gov for signature
2025-10-09 - 5:34:38 PM GMT

Email viewed by edmontoya1@santafenm.gov
2025-10-09 - 7:30:15 PM GMT- IP address: 104.47.64.254

Signer edmontoya1@santafenm.gov entered name at signing as Elisa D. Montoya
2025-10-09 - 7:30:48 PM GMT- IP address: 63.232.20.2

Document e-signed by Elisa D. Montoya (edmontoya1@santafenm.gov)
Signature Date: 2025-10-09 - 7:30:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-10-09 - 7:30:51 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 8:03:43 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-10-09 - 8:05:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-09 - 8:05:39 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **October 8, 2025**

TO: **Andy Hopkins, Budget Officer**

FROM: **Roberta Catanach, Project Administrator, Office of Affordable Housing** RC

ACTION REQUESTED:
Approve the FY265 Budget Adjustment Resolution (BAR) in the amount of 1,613,334 (Org/Obj 2400223.510500).

ITEM AND ISSUE:
The purpose of this BAR is to re-appropriate / carry forward the remaining Affordable Housing Trust Fund (AHTF) FY25 Budget totaling $1,613,334 into the FY26 budget.

- $1,000,000 – Carry over for SF Civic Housing Authority – support the financing, construction and/or rehab of he Country Club Apts and Ocate Apts
- $441,036 – Amendment for JL Gary – Bella Luz – to pay soft costs associated with the rehabilitation of the Lamplighter Inn
- $172,298 – Unallocated funds

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development Department - Affordable Housing	8/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Subsidy Payments (SF Civic Housing Authority)	2400223	510500	AFH2524004	1,000,000	
Subsidy Payments (JL Gray - Bella Luz)	2400223	510500	AFH2324024	441,036	
Subsidy Unallocated	2400223	510500		172,298	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,613,334	$ -

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

Re-appropriation / carry forward of remaining balance of Affordable Housing Trust Fund contracts into 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 — 10/8/2025
Prepared By *{print name}* — Date

Elisa Montoya — Oct 9, 2025
Elisa D. Montoya (Oct 9, 2025 09:47:35 MDT)
Division Director Signature *{optional}* — Date

Faviola Chavez — Oct 9, 2025
Faviola A Chavez (Oct 9, 2025 08:06:28 CDT)
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 9, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Fund	240	COMDEV
Org	2400223	AH Trust
Object	510500	Subsidies
Project		

4 Year Comparison | Current Year | History

Yr/Per 2025/01	Fiscal Year 2025
Original Budget	2,908,166.00
Transfers In	3,019,378.00
Transfers Out	.00
Revised Budget	5,927,544.00
Actual (Memo)	4,314,208.41
Encumbrances	1,441,036.99
Requisitions	.00
Available	172,298.60
Percent used	97.09

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Date: October 22, 2025

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life Committees

Via: Carly Venditti, Asset Development Manager, Metropolitan Redevelopment Agency CAV

From: Terry Lease, Manager, Asset Development TL

Nina Nguyen, Project Manager, Asset Development NAN

Subject: Amendment 6 to Amended and Restated Lease Agreement Between The City of Santa Fe and Santa Fe Recovery Center, Inc.

Vendor Name: Santa Fe Recovery Center, Inc.

Vendor Number: 2761

ITEM AND ISSUE:
Metropolitan Redevelopment Agency respectfully requests your review and approval of Amendment 6 to the Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc. to reduce the size of the premises and extend the term; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206; Nina Nguyen, nangyen@santafenm.gov, (505) 819-1870)

CONTRACT NUMBER:
The original Item number for the Amended and Restated Lease Agreement is 19-0872.

BACKGROUND AND SUMMARY:
On November 15, 2019, the City of Santa Fe ("City") and Santa Fe Recovery Center, Inc. ("SFRC"), a New Mexico non-profit corporation, entered into an amended and restated lease agreement (Item #19-0872) to occupy City owned buildings located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design. The lease agreement was for Buildings 6B-1 and 6B-2, an adjacent laundry/office accessory building, and a portion of Building 12 (King Hall). The initial term was six months with two optional terms of six months each.

Amendment No. 1 (August 26, 2020, Item #20-0442) allowed SFRC to occupy 6,000 additional square footage in Building 12 (King Hall) to expand their treatment facility, and adjusted rent and terms for partial vacation of some space. Amendment No. 2 (December 16, 2020, Item #20-0692) allowed SFRC to further expand their operations within King Hall and adjusted the term to end May 31, 2021. Amendment No. 3 (August 31, 2022, Item #22-0415)

adjusted rent and extended the term of their lease agreement through November 1, 2023. Amendment No. 4 (November 16, 2023, Item #23-0467) extended the term of their lease agreement through November 1, 2024. Amendment No. 5 (December 15, 2024, Item #24-0712) terminates on February 1, 2025 for the Student Apartments and September 1, 2025 for King Hall, with no provision for extension. Amendment No. 6 will be effective with the date of final signature and will reduce the premises and extend the Lease to January 15, 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

$$$$$ SOURCE/REVENUE: ☐ **Expense** ☒ **Revenue**

Munis Org Name/Number: 5256175

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins **Date:** 10/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Real Property is exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: **N/A - Exempt** **Date:** _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Amendment #6
Amended and Restated Lease plus all previous Amendments
Insurance Certificate
Real Property Determination

AMENDMENT 6 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("City" or "Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's "Extended Residential", "Recovery Housing" and "Social Detoxification" programs located at the Lessor owned facility located at 1600 Saint Michaels Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term of the Lease Agreement and to reduce rent based on a 2017 appraisal; and

E. On November 8, 2023, Amendment 4 was executed by the Parties to extend the term of the Lease Agreement and to remove the month-to-month tenancy provision if the Lessee was to remain in possession of the Premises after the expiration of the then current term; and

F. On December 15, 2024, Amendment 5 was executed by the Parties to increase the size of the premises and to extend the term of the Lease Agreement; and

G. The Parties now desire to amend the Lease Agreement to reduce the size of the Premises, reduce the rent accordingly and to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the

Lease Agreement is amended as follows:

1. **Article 1 (PREMISES)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

1. **PREMISES**

Lessor allows Lessee to use, occupy and improve, subject to the terms and conditions of this Lease Agreement, the following:

A. Portions of that certain existing City-owned building known as Building 12 (King Hall) consisting of approximately 20,525 square feet ("Premises"). Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as the condition of the Premises or as to the use, which may be made thereof.

B. And furnishings as contained in the Premises described above.

2. **Article 3 (LEASE TERM)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

A. The term of this Lease Agreement for King Hall shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on January 15, 2026.

3. **Article 4 (USE OF PREMISES) D (Repairs and Maintenance)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Lessee is responsible for all building repairs, maintenance, security, and replacement for the roof, windows, doors, interior space, and general building envelope, as well as the building's HVAC, plumbing, electrical, and communication systems. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

Lessee shall contract directly with the current vendor for the City, American Fire Protection Group, for the operation, maintenance and monitoring of the existing fire/life safety system.

Lessee shall be responsible for landscaping, plants between the building and the sidewalk along the entire perimeter of the building, and snow removal for the areas directly adjacent to King Hall.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

4. **Article 5 (RENT)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

5. **RENT**

A. Lessee shall pay Monthly Base Rent for King Hall of $9,789.37 ($117,472.38 annually).

B. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier's office, 200 Lincoln Avenue, Room 114, Santa Fe, NM.

Except as specifically provided in this Amendment #6, the Lease Agreement shall remain in full force and effect, in accordance with its terms.

REST OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the dates set out below,

Lessor: CITY OF SANTA FE **Lessee: SANTA FE RECOVERY CENTER, INC.**

By _____ By _____
ALAN WEBBER, MAYOR STACY MARTIN, CEO

ATTEST:

By _____
ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By Ruby Crews
Ruby Crews (Oct 9, 2025 13:49:23 MDT)
ASSISTANT CITY ATTORNEY

APPROVED:

_____
EMILY K. OSTER, FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM

ITEM # 19-0872

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

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

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (**$27,988.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in **Exhibit B1** attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

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

11. EASEMENTS

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

12. TERMINATION

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

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

13. NOTICE

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

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

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

15. SEVERABILITY

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

16. ENTIRE AGREEMENT

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

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

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

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 11/13/19

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: 9/27/21

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

EXHIBIT A1

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

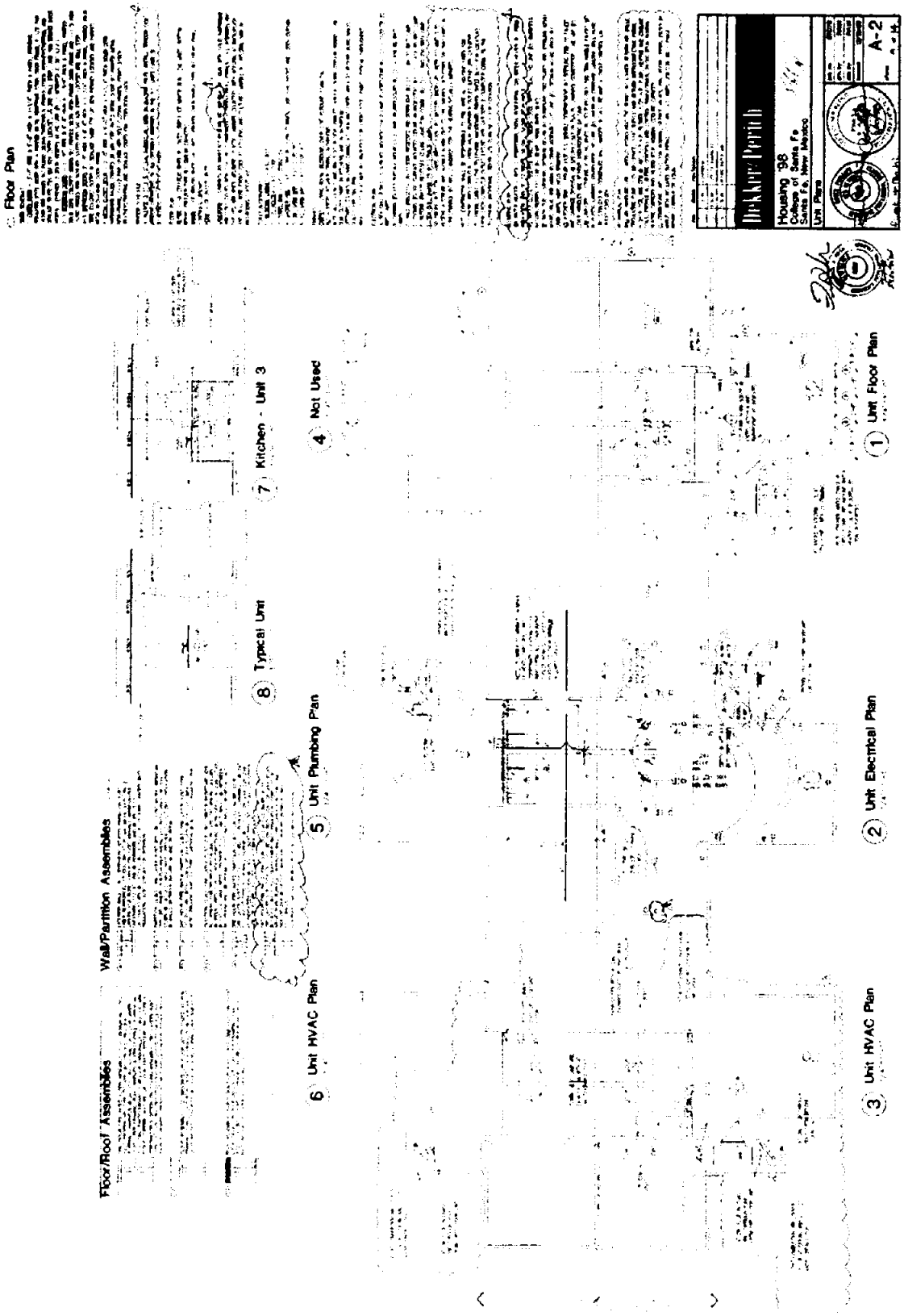
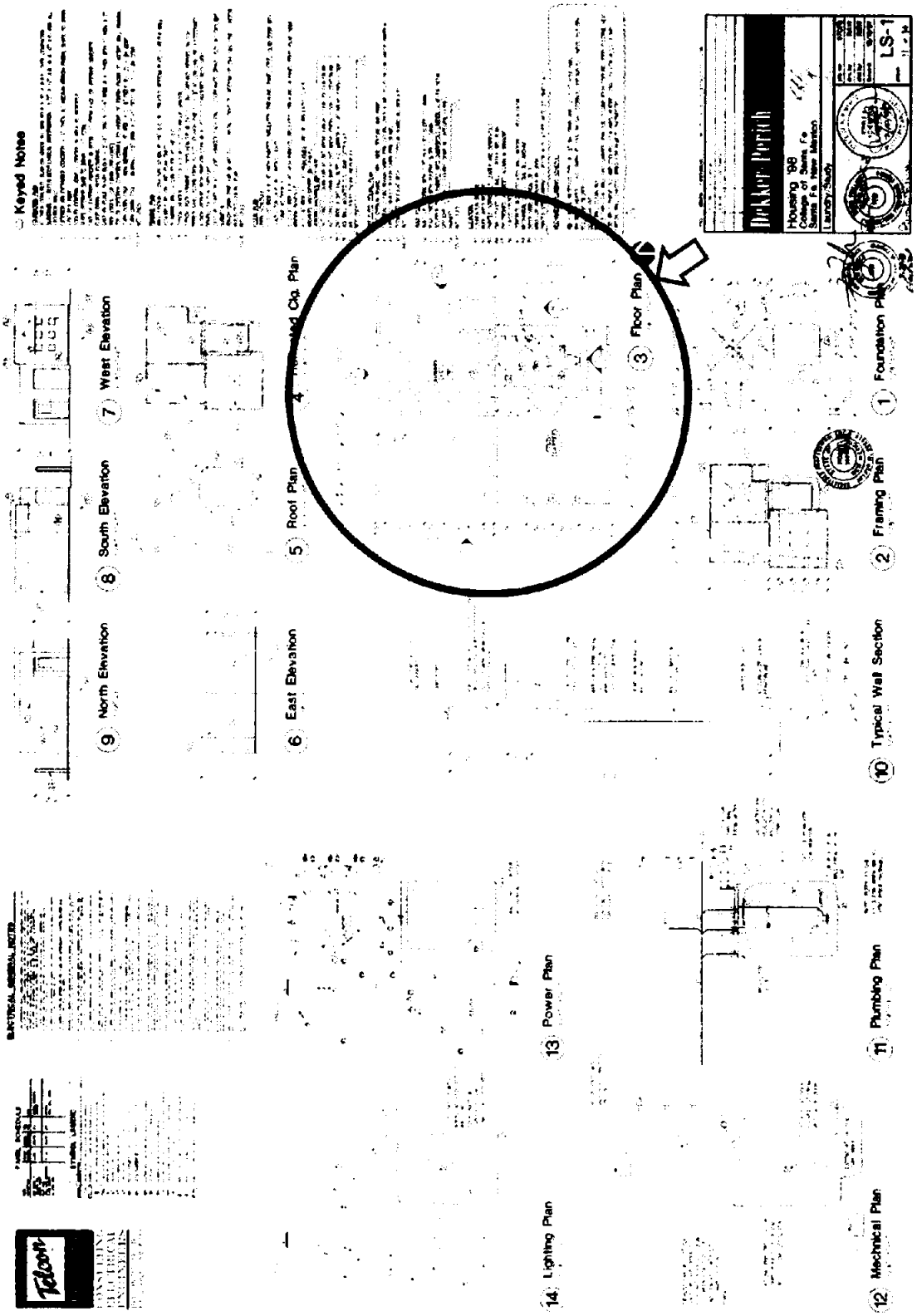
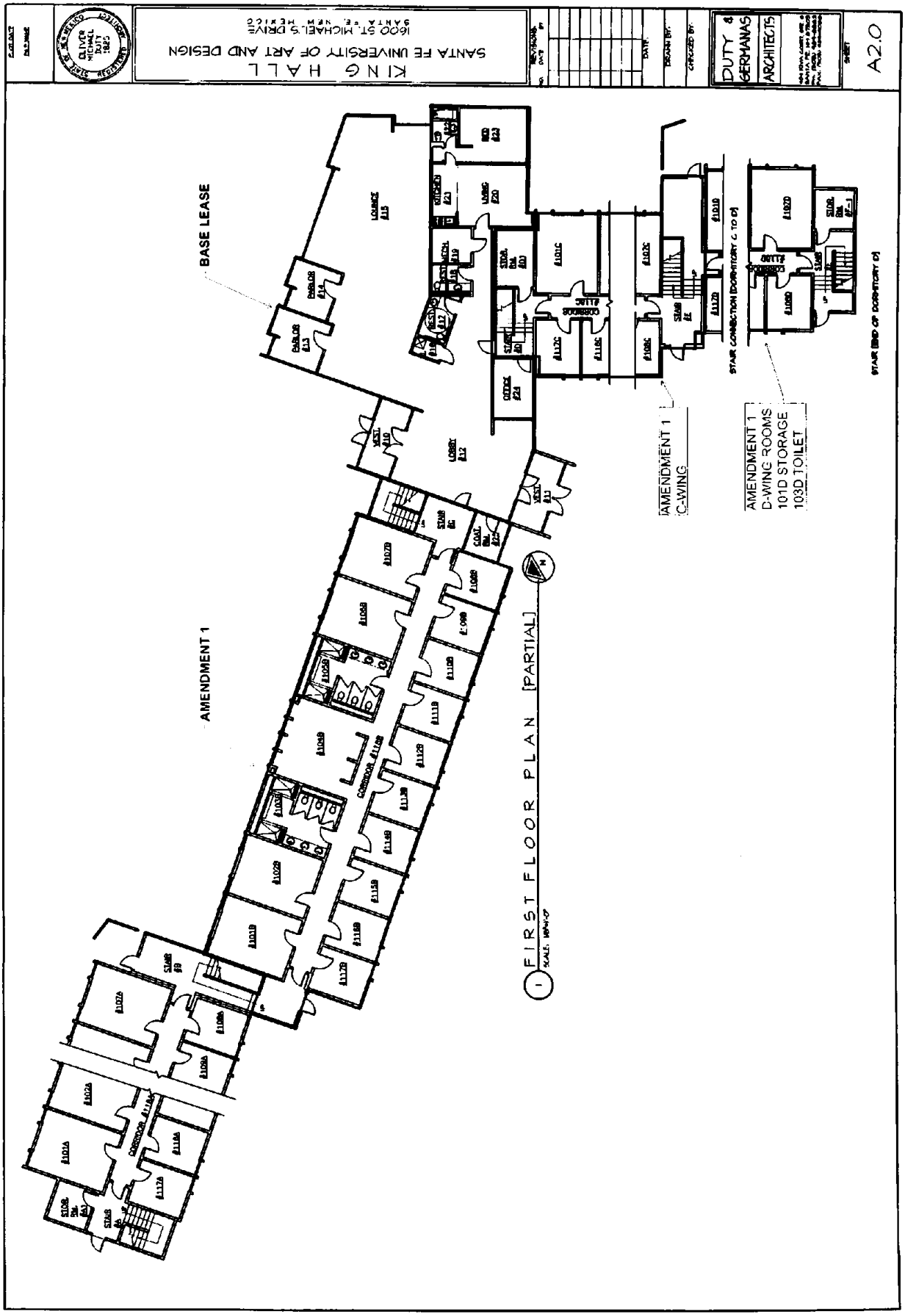


EXHIBIT A1
(FLOOR PLAN – LAUNDRY/OFFICE)




KING HALL
SANTA FE UNIVERSITY OF ART AND DESIGN
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO
DUTY & GERMANAS ARCHITECTS
A2.0
BASE LEASE
AMENDMENT 1
AMENDMENT 1
C-WING
AMENDMENT 1
D-WING ROOMS
101D STORAGE
103D TOILET
1 FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

Pg 10 of 11

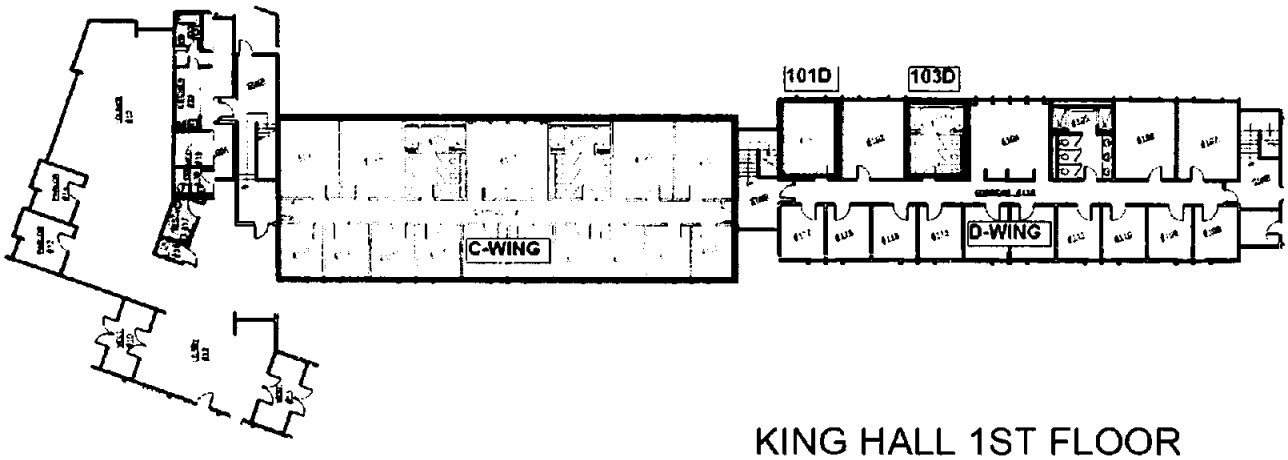
EXHIBIT B1

Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
   - cost for each apartment: $700 per apartment;
   - 2 apts x $700/month x 12 months = $16,800

2. Laundry Room: *not livable due to mold and other issues*
   - 400 sq. ft. x $1.11 $/sq. ft. $444.00 x 12 months = total of
   - $444.00/month x 12 months = $5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*
- $22,128.00



KING HALL 1ST FLOOR
RECOVERY CENTER
C AND D WINGS
PREMISES SKETCH
2019.10.04

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this 26th day of August, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

1. PREMISES

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing, Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

5. RENT

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents (**$35,255.16**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020, Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents (**$31,312.38**) as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this 26th day of August, 2020.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 08/26/2020

CITY ATTORNEY'S OFFICE: GC
GC

Andrea Salazar

ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM AL

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 28th day of August 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

My Commission Expires: 9/27/21

NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

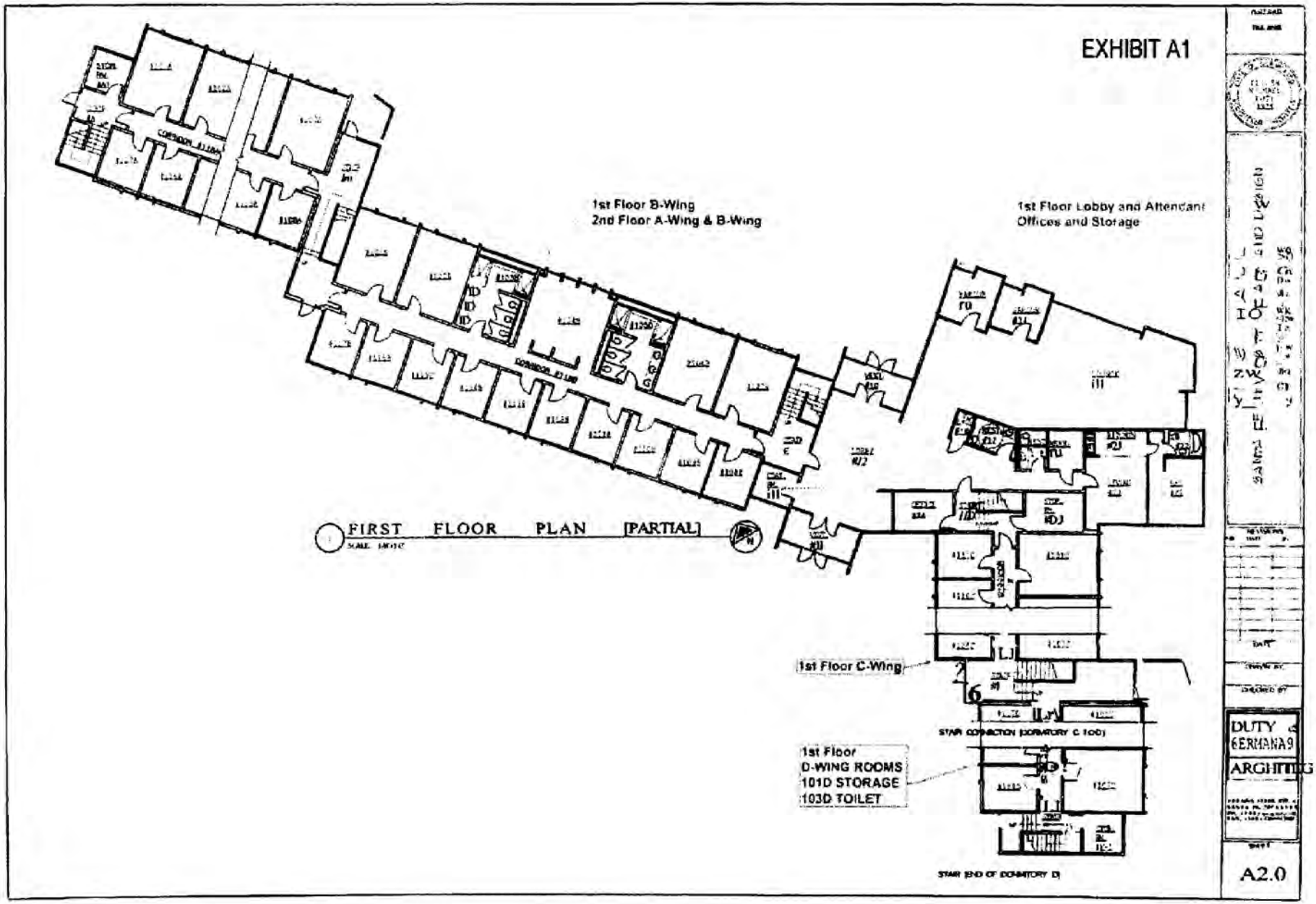
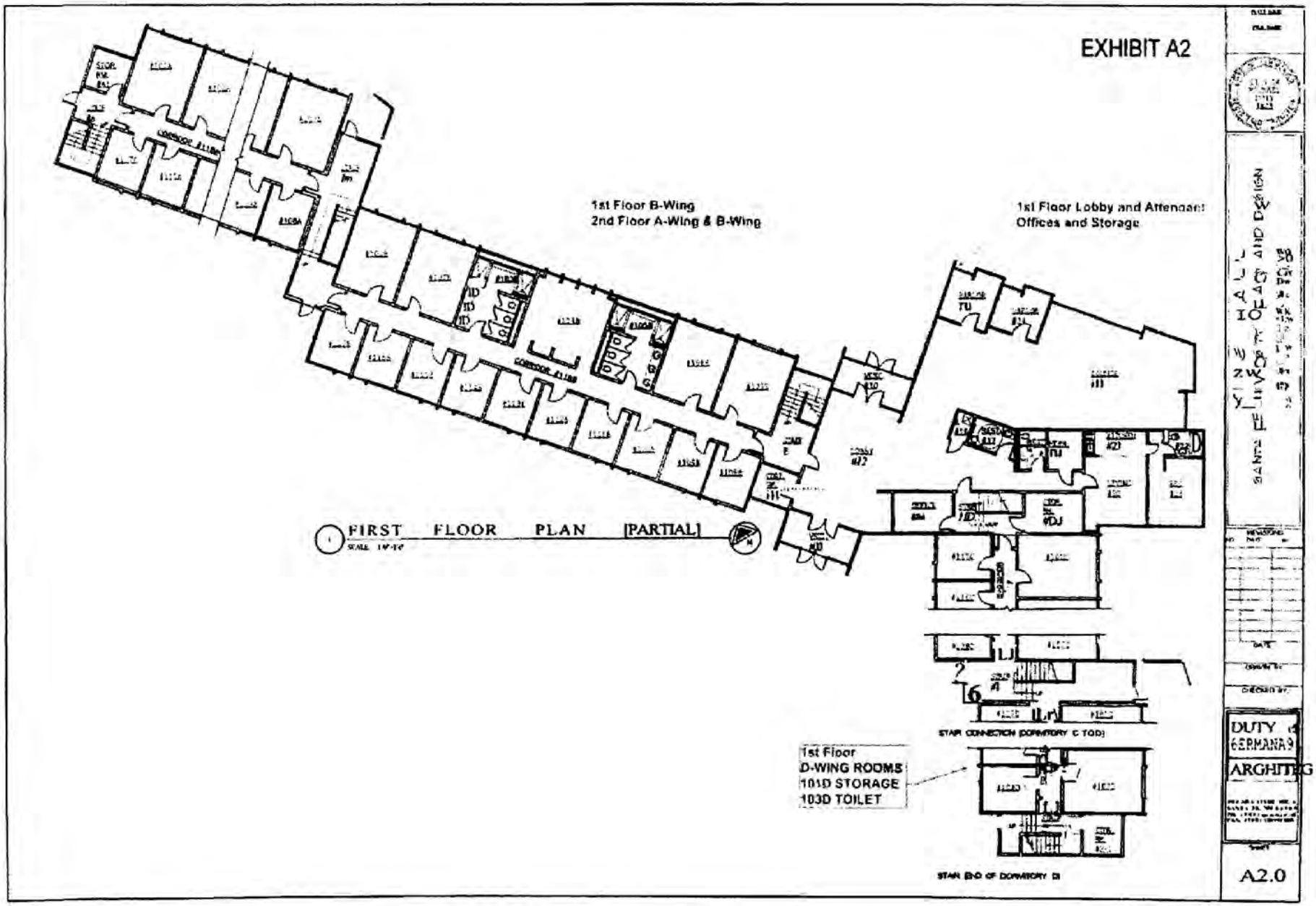

EXHIBIT A1
1st Floor B-Wing
2nd Floor A-Wing & B-Wing
1st Floor Lobby and Attendant
Offices and Storage
FIRST FLOOR PLAN [PARTIAL]
1st Floor C-Wing
1st Floor
D-WING ROOMS
101D STORAGE
103D TOILET
A2.0

EXHIBIT A2


1st Floor B-Wing
2nd Floor A-Wing & B-Wing
1st Floor Lobby and Attendant
Offices and Storage
FIRST FLOOR PLAN [PARTIAL]
1st Floor
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION (DORMITORY C TOD)
STAIR END OF DORMITORY D
DUTY
GERMANA
ARCHITEC
A2.0

AMENDMENT NO. 2 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 2 to AMENDMENT NO. 1 dated August 26, 2020, and the AMENDED AND RESTATED LEASE AGREEMENT dated November 15, 2019, (Lease Agreement) is made and entered into this _____ day of _____, 2020 by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amendment 1 and the Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporates two additional residential hallways within the King Hall facility in order spread out their existing population numbers to help mitigate the potential spread of Covid-19 on the Midtown Campus facility for the benefit of their clients;

WHEREAS, the Lessor agrees to allow Lessee the additional use of its buildings and furnishings for the purpose of mitigating the spread of Covid-19, but does so solely to expand the premises with their existing population to afford Lessee the ability to properly socially distance the existing population for drug and alcohol treatment programs;

WHEREAS, the Lessor due to these exigent circumstances and because the population will not increase agrees that while the Premises will be expanded the rental amount will not be changed;

NOW THEREFORE, the parties of this Amendment No. 2 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional two residential hallways within Building 12 (King Hall) in order to spread out their existing population at the Midtown Campus facility to help mitigate the spread of Covid-19 for the benefit of their clients and the City of Santa Fe;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement and the Amendment 1 to read as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 20,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) beginning November 1, 2020 by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). This reduction shall only be allowed following a walkthrough scheduled by the Lessee with the Lessor in which the Lessee demonstrates the premises in questions have been vacated.

3. Parties do hereby agree with additional usage there is also necessity to amend existing Article 5 of the Amended and Restated Lease Agreement and the Amendment to read as follows removing B:

5. RENT

A. Base Rent Lessee shall pay thirty-five, two-hundred and fifty-five dollars and sixteen cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 2, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Jan 22, 2021 20:03 MST)

_____ GC
GC
YOLANDA Y. VIGIL, CITY CLERK

GB MTG 12/16/2020

CITY ATTORNEY'S OFFICE:

Andrea Salazar
Andrea Salazar (Dec 11, 2020 13:10 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM

LESSEE:
SANTA FE RECOVERY CENTER, INC.

_____
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 11th day of December 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

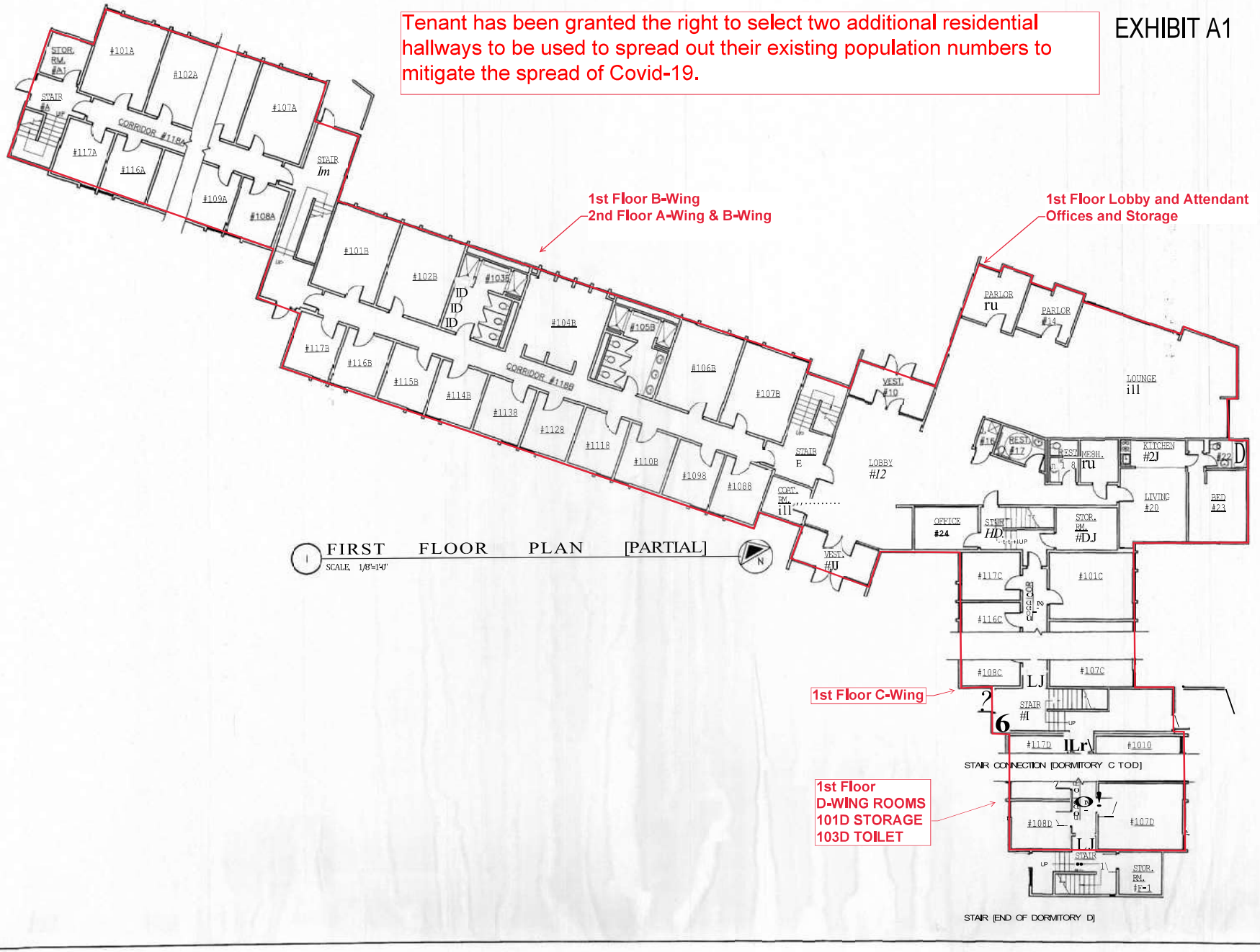
My Commission Expires: 9/27/21

_____
NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

Tenant has been granted the right to select two additional residential hallways to be used to spread out their existing population numbers to mitigate the spread of Covid-19.

EXHIBIT A1



FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

PLOT DATE
FILE NAME

STATE OF NEW MEXICO
CLIVER MICHAEL DUTY
18215
REGISTERED ARCHITECT

DUTY & HERMANA ARCHITECTS AND DESIGN

REVISIONS
NO DATE BY

DATE
DRAWN BY
CHECKED BY

DUTY & HERMANA ARCHITECTS
404 KIVA COURT STE. 6
SANTA FE, NM 87505
PH. (505) [illegible]
FAX. (505) [illegible]

SHEET
A2.0

AMENDMENT 3 TO AMENDED AND RESTATED LEASE AGREEMENT

BETWEEN

THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."..

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. The Parties now desire to amend the Lease Agreement to extend the term and reduce rent to reflect a current market rental value based on a 2017 appraisal, which has been adjusted for inflation.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first and second paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

> 3. **LEASE TERM**
> The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12.01 a.m. on November 1, 2023.

2. Article 5 (RENT), A (Base Rent) of is Lease Agreement is hereby deleted in its entirety and replaced with the following:

> A. Base Rent. Lessee shall pay monthly Rent of $17,134.37 which is due on the Effective Date and thereafter due in full on the first day of each month during the Term, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

Effective date of this Base Rent shall be June 1, 2022.

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

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Lessor: CITY OF SANTA FE

By _____
ALAN WEBBER, MAYOR

ATTEST:

By _____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK
GB MTG 08/31/2022

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By _____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Alexis Lotero
Alexis Lotero (Sep 5, 2022 21:40 MDT)
_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM AH
AH

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Lessee: SANTA FE RECOVERY CENTER, INC.

By _____
SHERMAN SNYDER, CHIEF FINANCIAL OFFICER

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

The foregoing instrument was acknowledged before me this 16 day of June 2022, by Sherman Snyder, _____.

Dee Ann Briceño-Roybal
Notary Public

My commission expires:

DEE ANN BRICENO-ROYBAL
Notary Public - State of New Mexico
Commission # 1080120
My Comm. Expires Jun 3, 2024

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AMENDMENT 4 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term and to reduce rent based on a 2017 appraisal.

E. The Parties now desire to amend the Lease Agreement to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first, second, and third paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**
The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on November 1, 2024.

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

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Lessor: CITY OF SANTA FE

By _____
ALAN WEBBER, MAYOR

ATTEST:

By _____ Geralyn Cardenas (Nov 16, 2023 08:46 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/8/2023 XIV

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By Patricia Feghali (Oct 18, 2023 15:37 MDT)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 15, 2023 17:26 MST)
EMILY K. OSTER, FINANCE DIRECTOR 5256175.460150
BUSINESS UNIT/LINE ITEM

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Lessee: SANTA FE RECOVERY CENTER, INC.

By _____

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

The foregoing instrument was acknowledged before me this 20th day of OCTOBER 2023, by STACY MARTIN, CEO

_____
Notary Public

My commission expires:

THOMAS EDWARD BECKER
Notary Public
State of New Mexico
Comm. # 1140663
My Comm. Exp. Jul 11, 2027

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AMENDMENT 5 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's "Extended Residential", "Recovery Housing" and "Social Detoxification" programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term of the Lease Agreement and to reduce rent based on a 2017 appraisal; and

E. On November 8, 2023, Amendment 4 was executed by the Parties to extend the term of the Lease Agreement and to remove the month-to-month tenancy provision if the Lessee was to remain in possession of the Premises after the expiration of the then current term; and

F. The Parties now desire to amend the Lease Agreement to reduce the size of the Premises, reduce the rent accordingly and to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. **Article 1 (PREMISES)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

1. **PREMISES**

Lessor allows Lessee to use, occupy and improve, subject to the terms and conditions of this Lease Agreement, the following:

A. Portions of that certain existing City-owned building known as Building 12 (King Hall) consisting of approximately 20,525 square feet.

B. Certain City-owned buildings known as Buildings 6B-1 and 6B-2 containing 24 two-bedroom apartments of approximately 625 square feet each, and an adjacent laundry/office accessory building of approximately 400 square feet. Total square feet of approximately 15,400 square feet (collectively Student Apartments).

C. And furnishings as contained in the premises described above, all located at 1600 Saint Michaels Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (Premises). Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as the condition of the Premises or as to the use, which may be made thereof.

2. **Article 3 (LEASE TERM)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

A. The term of this Lease Agreement for King Hall shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on September 1, 2025.

B. The term of this Lease Agreement for the Student Apartments shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on February 1, 2025.

3. **Article 5 (RENT)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

5. **RENT**

A. Lessee shall pay Monthly Base Rent for King Hall of $9,789.37 ($117,472.38 annually).

B. Lessee shall pay Monthly Base Rent for the Student Apartments of $7,345.00 ($88,140.00 annually).

C. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier's office, 200 Lincoln Avenue, Room 114, Santa Fe, NM.

Except as specifically provided in this Amendment #5, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the dates set out below,

Lessor: CITY OF SANTA FE

By Alan Webber (Dec 15, 2024 14:10 MST)
ALAN WEBBER, MAYOR

Lessee: SANTA FE RECOVERY CENTER, INC.

By _____
STACY MARTIN, CHIEF EXECUTIVE OFFICER

ATTEST:

By Andrea Salazar (Dec 16, 2024 08:29 MST)
CITY CLERK
XIV
GB MTG 12/11/2024

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By Patricia Feghali (Nov 15, 2024 11:20 MST)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
EMILY K. OSTER, FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2025

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Michael Latting **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mlatting@danielsinsuranceinc.com
INSURED Santa Fe Recovery Center Inc 2504 Camino Entrada Santa Fe NM 87507 (505) 471-4985	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : General Star Indemnity Company — 37362 INSURER B : New Mexico Mutual Casualty Com — 40627 INSURER C : National Indemnity — 20087 INSURER D : Landmark American Insurance Co — 33138 INSURER E : INSURER F :

COVERAGES **SR** **CERTIFICATE NUMBER:** Cert ID 40014 (8) **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
	X CLAIMS-MADE ☐ OCCUR			IJG761025	08/31/2025	08/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Deductible: $25,000						MED EXP (Any one person)	$ 5,000
	X Hired/Non-Owned Incl						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	☐ POLICY ☐ PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐ OTHER:						Abuse & Molestatio	$ 1M/1M
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			70APB012376	08/31/2025	08/31/2026	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	☐ UMBRELLA LIAB ☐ OCCUR			XS720663	08/31/2025	08/31/2026	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 1,000,000
	☐ DED X RETENTION $ 25,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			43642.121	06/07/2025	06/07/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability			IJG761025	08/31/2025	08/31/2026	Each Occurrence	$ 1,000,000
A	Professional Liability			IJG761025	08/31/2025	08/31/2026	Aggregate	$ 3,000,000

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

General Liability policy contains a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder, where required by written contract or agreement.

CERTIFICATE HOLDER

City of Santa Fe

PO Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

Signature: 

Email: tjlease@santafenm.gov

Signature: 

Email: cavenditti@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: November 6, 2025

To: Governing Body and Finance Committee

From: Erminia Tapia, Business Operations Manager

Via: Emily K. Oster, Finance Department Director

Matthew Bonifer, Accounting Officer

Subject: Amendment to Professional Services Agreement for Audit Services

Vendor Name: Carr, Riggs & Ingram, LLC

Munis Vendor Number: 9560

ITEM AND ISSUE:

Finance Department respectfully requests your review and approval of Amendment No. 1 Item# 25-0233 with Carr, Riggs & Ingram, LLC for Audit Services for Fiscal Year Ending June 30, 2026. Amendment #1 is guidance issued by the Office of the State Auditor (OSA) due to the Federal Government delay in issuing a Final Version of the 2025 Uniform Guidance. The City of Santa Fe has chosen to accept the exception to the "one cover" requirement prescribed at 2.2.2.10(T)(4) NMAC and will submit separate financial and single audit reports. The Financial Audit report is due to the OSA no later than January 20, 2026. The Single Audit report due date will be determined by the OSA once the Final Uniform Guidance has been released. Total compensation of $349,880 including applicable gross receipts tax remains unchanged from the original contract.

CONTRACT NUMBER:

The FY25 contract number is 3250636.

BACKGROUND AND SUMMARY:

The City of Santa Fe is required to engage an IPA (Independent Public Accountant) to conduct an annual financial audit in accordance with Audit Rule 2.2.2 NMAC. This includes review of the internal controls and compliance requirements applicable to the City of Santa Fe, Santa Fe Solid Waste Management Agency, and the Buckman Direct Diversion Project.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Accounting/1000142

Munis Object Name/Number: Audit Services/510330

Budget Officer / Designee: Andy Hopkins **Date:** 11/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25132 issued April 15, 2025

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 11/07/2025

CPO Comment/Exceptions: No change in $ or term end date

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]
Procurement document: RFP
Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Professional Services Contract

If Amendment:
Original contract packet (with previous contract amendments)

Not Final Copy

Contract No.

STATE OF NEW MEXICO
City of Santa Fe
AUDIT CONTRACT AMENDMENT

City of Santa Fe, hereinafter referred to as the "Agency," and

Carr, Riggs & Ingram, LLC, hereinafter referred to as the "Contractor," agree:

1. RECITALS.
Agency and Contractor are parties to that certain Audit Contract dated **10-30-2025** (the "Contract"), which they wish to amend pursuant to this Audit Contract Amendment (the "Amendment")

2. AMENDMENTS.

The parties wish to amend the Contract, as follows:

A. Section **3.C** is deleted in its entirety and the following is substituted in its place:

This contract is being amended pursuant to guidance issued by the Office of the State Auditor due to the Federal Government delay in issuing a Final Version of the 2025 Uniform Guidance. The City of Santa Fe has chosen to accept the exception to the "one cover" requirement prescribed at 2.2.2.10(T)(4) NMAC and will submit separate financial and single audit reports. a) Thie Financial Audit report is due to the OSA no later than January 20, 2026. b) The Single Audit report due date will be determined by the OSA once the Final Uniform Guidance has been released. c) To ensure compliance with NMSA 1978 12-6-14(B) "Contract Audits" and 2.2.2.8(M) NMAC "Progress Payments" Financial Audits and Single Audits shall be treated separately because two reports will be submitted to the OSA. Progress payment for up to 70% of either the Financial Audit or Single Audit may be made without OSA approval. 1. Up to 85%, of the Financial Audit contract cost may be paid, without OSA approval, upon the submission of the Financial Audit Report The remaining 15% of the Financial Audit contract cost may be paid according to 2.2.2.8(M)(3) NMAC. 2. Up to 85% of the Single Audit contract cost may be paid, without OSA approval, upon the submission of the Single Audit Report. The remaining 15% of the Single Audit contract cost may be paid according to 2.2.2.8(M)(3) NMAC. 3. Miscellaneous All provisions of the Contract not expressly amended in this Amendment remain unchanged.

Total Compensation = $349,880.00 including applicable gross receipts tax

3. MISCELLANEOUS.

All provisions of the Contract not expressly amended in this Amendment remain unchanged.

NEW MEXICO TORT CLAIMS ACT Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 4141, 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.

SIGNATURE PAGE

This Amendment is effective as of the date of the signature of the Office of the State Auditor.

AGENCY	**CONTRACTOR**
City of Santa Fe	**Carr, Riggs & Ingram, LLC**
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:

State Auditor Contract No. 25 - **6160**

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:_____

CARR, RIGGS & INGRAM, LLC.:

Alan D. Bowers Jr.
Alan D. Bowers Jr. (Nov 6, 2025 17:09:24 CST)
ALAN D. BOWERS, JR., PARTNER

DATE: Nov 6, 2025

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Nov 6, 2025 16:10:51 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

ITEM #25-0233

Contract No.

STATE OF NEW MEXICO
AUDIT CONTRACT

City of Santa Fe

hereinafter referred to as the "Agency," and

Carr, Riggs & Ingram, LLC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

   A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2025** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.).*

2. **DELIVERY AND REPRODUCTION**

   A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.

   B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

   C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.

   D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **15** copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

3. **COMPENSATION**

A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **$349,880.00** including applicable gross receipts tax.

B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	**$231,000.00**
(2) Federal single audit	**$26,400.00**
(3) Financial statement preparation	**$16,500.00**
(4) Other nonaudit services, such as depreciation schedule updates	**$0.00**
(5) Other (i.e., component units, specifically identified)	**$49,500.00**

Gross Receipts Tax = **$26,480.00**

Total Compensation = **$349,880.00** including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completedas of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.

2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.

3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.

4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract 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.

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 Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with

independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

9. **RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report , if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.,* NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards ,* issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1- 199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for certain violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. **EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, 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 the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. **WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if

requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Alan D. "A.J." Bowers**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **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.

25. **OTHER PROVISIONS**

NEW MEXICO TORT CLAIMS ACT Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 4141, 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.

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY	CONTRACTOR
City of Santa Fe	Carr, Riggs & Ingram, LLC
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:

State Auditor Contract No. 25 - **6160**

IN WITNESS WHEREOF, this Contract is made effective as of the date of the latest signature by the required approval authorities below.

AGENCY:
CITY OF SANTA FE:

Alan Webber (Jun 16, 2025 14:40 MDT)

ALAN WEBBER, MAYOR

DATE: 06/16/2025

CONTRACTOR:
CARR, RIGGS & INGRAM, LLC

Alan D Bowers Jr
Alan D Bowers Jr (Jun 2, 2025 09:37 CDT)

ALAN D. BOWERS, JR., PARTNER

DATE: 06/02/2025

NMBTIN#: _____

ATTEST:

ANDREA SALAZAR (Jun [illegible], 2025 13:42 MDT)

ANDRÉA SALAZAR, CITY CLERK
GB MTG 06/11/2025

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Jun 4, 2025 11:21 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

The Purchasing Memo

Date: June 5, 2025

To: Governing Body and Finance Committee

From: Erminia Tapia, Business Operations Manager

Via: Emily K. Oster, Finance Department Director
Matthew Bonifer, Accounting Officer

Subject: Professional Services Agreement for Audit Services

Vendor Name: Carr, Riggs & Ingram, LLC

Munis Vendor Number: 9560

ITEM AND ISSUE:

Requesting approval of a Professional Services Agreement with Carr, Riggs & Ingram, LLC for Audit Services for the Fiscal Year Ending June 30, 2026, in the amount of $349,880.00 including applicable gross receipts tax. The contractor will perform the services associated with the financial and compliance audit of the City of Santa Fe, Santa Fe Solid Waste Management Agency, and Buckman Direct Diversion Project for Fiscal Year 2025 in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC et. seq.)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250636.

BACKGROUND AND SUMMARY:

The City of Santa Fe is required to engage an IPA (Independent Public Accountant) to conduct an annual financial audit in accordance with the Audit Rule 2.2.2 NMAC. This includes review of the internal controls and compliance requirements applicable to the City of Santa Fe, Santa Fe Solid Waste Management Agency, and the Buckman Direct Diversion Project.

The proposed contract amendment has been approved by the Office of the State Auditor.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Accounting/ 1000142

Munis Object Name/Number: Audit Services/510330

Budget Officer / Designee: ALEXIS LOTERO (Jun 5, 2025 16:21 MDT) **Date:** 06/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25132 issued April 15, 2025

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 06/05/2025

CPO Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFP
Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Professional Services Contract
Evaluation Report will be submitted by email to Finance Committee and Governing Body

Audit not listed as a service provided

HORIZONS of New Mexico
Jobs for People with Disabilities

OUR PROVIDERS SERVICES

Workers with disabilities have their rightful place as providers of the labor force. In fact, many employers find they prefer State Use Program-trained personnel for their quality work, dependability, and positive attitude.

HORIZONS OF NEW MEXICO

Horizons of New Mexico is proud to partner with community rehabilitation programs and businesses owned by individuals with disabilities that train their employees in a wide variety of service careers, going on to perform their specialties for clients throughout the state with great success. Please call us to discuss existing or new services you might require.

HORIZONS of New Mexico
Jobs for People with Disabilities

approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Printing and Mailing
- Botanical Services
- Call Center Services
- Clerical Data Entry
- Computer Refurbishing

deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.

- Architects
- Employment Support Services
- Landscape Architects
- Remediation – Wall Repair
- Lawyer Services
- Survey Services
- Surveyors

PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities

HORIZONS of New Mexico
Jobs for People with Disabilities

- Document Destruction
- Envelope Stuffing
- Event Planning
- General Labor
- Greeting Services
- Hard Drive Destruction
- Janitorial and Housekeeping Services
- Kit Assembling
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse

is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management

HORIZONS of New Mexico
Jobs for People with Disabilities

- Pest Control and Extermination Services
- Plant Rental Services
- Printing Services
- Receptionist, Filing and Clerical Services
- Recycling Services
- Rest Area Maintenance
- Screen Printing
- Shelf Stocking and Restocking
- Transcription Services
- Transportation
- Vehicle Washing
- Wildlife Services Management
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

HORIZONS of New Mexico
Jobs for People with Disabilities

The services listed below State Use Program providers represent their capabilities and may not necessarily be services approved by the New Mexico Council for Purchasing from Persons with Disabilities. For the list of services deemed acceptable and unacceptable under the State Use Act by the Council, please click here.

ACUTE RESPONSE

- Medical Waste Disposal

A1 EXPERT CLEANERS

- Janitorial and Housekeeping Services

ADA ACCESSIBILITY CONSULTANT

- ADA Accessibility Consulting Services

AJ'S CLEANING SERVICE

- Janitorial Services

ADELANTE DEVELOPMENT CENTER

- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Decontamination, Sanitation and Sterilization Services
- Document Imaging
- Document Shredding
- Envelope Stuffing
- Hard Drive Destruction
- IT – Enterprise Application
- IT – IV & V
- IT Network and

CARC, INC.

- Janitorial Services and Housekeeping Services
- Yard, Grounds and Lawn Maintenance

CORIE CHAMBERS DESIGN

- Graphic Design
- Graphic Design – Logo Design
- Marketing
- Social Media Marketing

CLEARLY CLEAN JANITORIAL SERVICE

2/13/25, 12:23 PM Providers Services – Horizons of New Mexico
HOME ABOUT US CONTACT US
HORIZONS of New Mexico
Jobs for People with Disabilities
PROVIDERS SERVICES COUNCIL MEMBERS DOCUMENTS & FORMS
COUNCIL MEETINGS

- Kit Assembling
- Mailing Services
- Management of an Assistive Technology
- Reuse and Recycling Program
- Printing Services
- Shelf Stocking and Restocking
- Snow Removal

Housekeeping Services

- Yard, Grounds, and Lawn Maintenance
- Snow Removal

DISABLED AMERICAN VETERANS

- Transportation

DIGIPROS

- Bulk Mailing and Sorting
- Printing Services
- Screen Printing

ENMRSH, INC.

- Janitorial and Housekeeping Services
- Rest Area Maintenance
- Snow Removal

GALACTIC NETWORK

- IT Enterprise Application
- IT IV & V
- IT Network and Database Management
- IT Project Management
- IT Security Services
- IT Support

HOME ABOUT US CONTACT US

- Printing Services
- Screen Printing

- Housekeeping Services
- Landscape Irrigation
- Landscaping
- Yard, Grounds, and Lawn Maintenance

MARATHON JANITORIAL

- Janitorial and Housekeeping Services

MY BUG GUYZ

- Pest Control and Extermination Services

NEBULA ADVISERS

PEAK PERFORMERS

- Temporary Staffing

PROSCAPE LAND MANAGEMENT

- Landscape Irrigation
- Landscaping
- Yard, Grounds, and Lawn Maintenance

RA HOUSE CO.

- IT – Web Design
- IT – Web Programmer

RT 66 AUCTIONS

- Auctioneering Services

- Services
- Rest Area Maintenance
- Snow Removal

- Janitorial and Housekeeping Services
- Rest Area Maintenance
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

- Sanitation and Sterilization Services
- Janitorial and Housekeeping Services
- Receptionist, Filing and Clerical Services



HORIZONS of New Mexico
Jobs for People with Disabilities

P: (505) 345-1540
F: (505) 345-2303
Send all procurements to:
Matt Loehman:
Mloehman@horizonsofnewmexico.org

Tax ID: 03-143403-00-7

Council Meetings
Documents & Forms
Contact Us

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

_____ Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-26 - 7:52:49 PM GMT

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CARRR-2 OP ID: SC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2025

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 Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren 334-347-2631	CONTACT NAME: Forrest J. Warren PHONE (A/C, No, Ext): 334-347-2631 FAX (A/C, No): 334-393-2345 E-MAIL ADDRESS: jennifer@whittakerwarren.com
INSURED CRI Advisors LLC, Carr, Riggs, & Ingram Capital, L.L.C. & its subsidiaries and Carr, Riggs & Ingram, L.L.C. 901 Boll Weevil Cir, Suite 200 Enterprise, AL 36330	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : American Casualty Company of — 20427 INSURER C : Continental Insurance Company — 35289 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	6045711126	01/07/2025	01/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	6045711112	01/07/2025	01/07/2026	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 $ 10000	X	X	6045711143	01/07/2025	01/07/2026	EACH OCCURRENCE AGGREGATE	$ 22,000,000 $ 22,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6045689709	12/31/2024	12/31/2025	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

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

Office location: 2424 Louisiana Blvd NE, Suite 300, Albuquerque,NM 87110

Certificate holder is additional insured on a primary, non-contributory basis where required by written contract. A waiver of subrogation applies where required by written contract.

CERTIFICATE HOLDER

CITYSAF

City of Santa Fe, New Mexico
200 Lincoln Avenue
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

Forrest J. Warren

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25-0233 Carr, Riggs & Ingram, LLC

Interim Agreement Report 2025-06-27

Created:	2025-06-16
By:	GERALYN CARDENAS (gfcardenas@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAwTXncqiIfbxPqaYj22XVYFIfwQFNYx6G

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.

"25-0233 Carr, Riggs & Ingram, LLC" History

Document created by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2025-06-16 - 8:33:37 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-06-16 - 8:37:56 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-06-16 - 8:39:50 PM GMT- IP address: 172.224.247.3

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-06-16 - 8:40:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to asalazar@sfswma.org for signature
2025-06-16 - 8:40:05 PM GMT

Signature: 

Email: xivigil@santafenm.gov

GB-150-Carr, Riggs & Ingram, LLC

Final Audit Report 2025-11-07

Created:	2025-11-06
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhw0YIR1CjO7bQL27_5qnN64ckvTZ9edn

"GB-150-Carr, Riggs & Ingram, LLC" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-06 - 11:49:36 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-06 - 11:51:02 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-07 - 4:11:46 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-07 - 4:12:27 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
2025-11-07 - 4:12:30 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-11-07 - 4:54:51 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-11-07 - 4:57:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-11-07 - 4:57:53 PM GMT

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CITY OF SANTA FE

Memorandum

Date: October 16, 2015

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

From: Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMDOT Control Number C5243319

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation ("NMDOT"), regarding Appropriation ID Number I3319, and Control Number C5243319 ("Grant Agreement"). The Grant Agreement makes available fifty thousand dollars ($50,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way for and to plan, design, construct and improve the intersection of Rufina Street and Lopez Lane.

BACKGROUND:

NMDOT, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe ("City") as the grantee, to agree that the "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 the Agreement and to sign Requests for Payments. Attachment A of the Grant Agreement also requires that the City "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsbaility for the scope, or related amenities and required funding to support the project. Adoption of this Resolution will satisfy these requirements and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing body and executed in an action separate from the Resolution; and the Resolution will not be implicated if the Governing Body does not later approve the Grant Agreement.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO DEPARTMENT OF TRANSPORTATION, APPROPRIATION ID NUMBER I3319, CONTROL NUMBER C5243319, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE THE INTERSECTION OF RUFINA STREET AND LOPEZ LANE.

WHEREAS, in the Laws of 2024, Chapter 66, Section 33, Subsection 89, the New Mexico Legislature appropriated funds to the New Mexico Department of Transportation ("NMDOT") that NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number I3319, NMDOT Control Number C5243319 ("Agreement"), incorporated as Attachment A, in the amount of fifty thousand ($50,000), to acquire rights of way for and to plan, design, construct and improve the intersection of Rufina Street and Lopez Lane("Project") ; and

WHEREAS, Article X. B. (v) of the Agreement, states that "the 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 the Agreement and to sign Requests for Payment" and adopting this resolution will satisfy this requirement; and

WHEREAS, Attachment A to Exhibit A, Item 5 of the Agreement states that the City will "[a]dopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability and maintenance responsibility for the scope, or related amenities and required funding to support the Project" and adopting this resolution will satisfy this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909
Santa Fe, NM 87504-0909
Email: mayor@santafenm.gov
Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: 200 Lincoln Avenue

Santa Fe, Nm 87501

Email: ekoster@santafenm.gov

Telephone: (505) 955-6885

BE IT FURTHER RESOLVED that the City will accept responsibility for the Project; assumes the lead role in design, development, and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project, without waiving the protections of the Tort Claims Act and other limitations on government liability in New Mexico.

BE IT FURTHER RESOLVED that this resolution pertains to the original Agreement and any amendments to the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 23, 2025 15:26:35 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/C5243319 Rufina St and Lopez Ln Intersection Designating Signatory and Responsibility

FIR No. 10719.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMDOT Control Number C5243319

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 10/15/2025 **Phone:** (505) 955-6622

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 23, 2025 15:26:35 MDT) **Date:** 10/23/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation (NMDOT), regarding Appropriation ID number I3319, Control Number C524331 ("Grant Agreement"). The Grant Agreement makes available fifty thousand dollars ($50,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way for and to plan, design, construct and improve the intersection of Rufina Street and Lopez Lane.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X.B (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payments. The City would also not satisfy additional requirements in Attachment A of the Grant Agreement which requires the City to accept responsibility for the project and assume ownership, liability, and maintenance responsbaility for all amenities related to the project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement through a separate action.

Performance and Administrative Implications:
Public Works staff will acquire rights of way for and to plan, design, construct, improve the intersection of Rufina Street and Lopez Lane.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Oct 24, 2025 11:33:00 MDT)

Email: rawheeler@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2025-__

C5243319 ($50,000) Rufina Lopez Lane Intersection Designating Signatory and Reasonability

The following members of the Governing Body joined sponsorship of this legislation:

Jamie Cassutt (Nov 3, 2025 07:51:52 MST)

Jamie Cassutt, Councilor

10/29/2025

Date

10719.1

CITY OF SANTA FE

Memorandum

Date: October 16, 2025

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

From: Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMDOT Control Number C5253296

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with the New Mexico Department of Transportation ("NMDOT"), regarding Appropriation ID number J3296, and Control number C5253296 ("Grant Agreement"). The Grant Agreement makes available four-hundred thousand dollars ($400,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way to plan, design and construct improvements to the Rufina Street and Lopez Lane intersection in the City of Santa Fe.

BACKGROUND;

NMDOT, through Article XI(B)(e) of the Grant Agreement, requires that the City of Santa Fe ("City") as the grantee, agree that the "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 the Grantee". Attachment A of the Grant Agreement also requires that the City "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the score, or related amenities and required funding to support the Project". Adoption of this Resolution will satisfy these requirements and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body and executed in an action separate from the Resolution; and the Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO DEPARTMENT OF TRANSPORTATION, APPROPRIATION ID NUMBER J3296, CONTROL NUMBER C5253296, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS TO RUFINA STREET AND LOPEZ LANE INTERSECTION AND ACCEPTING RESPONSIBILITY FOR THE PROJECT.

WHEREAS, in the Laws of 2025, Chapter 159, Section 39, Subsection 76, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number J3296, NMDOT Control Number C5253296 ("Agreement"), incorporated as Attachment A, in the amount of four hundred thousand dollars ($400,000), to acquire rights of way and to plan, design, and construct improvements to the Rufina Street and Lopez Lane Intersection in Santa Fe

in Santa Fe County (the "Project"); and

WHEREAS, Article XI(B)(e) of the Agreement, states that the "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 the Grantee " and adopting this resolution will satisfy this requirement; and

WHEREAS, Exhibit F to Attachment A, Item 5 of the Agreement states that the City shall "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project" and adopting this resolution will satisfy this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909
Santa Fe, NM 87504-0909
Email: mayor@santafenm.gov
Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe
Name: Emily Oster

Title:	Finance Director
Address:	200 Lincoln Avenue
	Santa Fe, Nm 87501
Email:	ekoster@santafenm.gov
Telephone:	(505) 955-6885

BE IT FURTHER RESOLVED that the City shall accept responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project, without waiving the protections of the Tort Claims Act and other limitations on government liability in New Mexico.

BE IT FURTHER RESOLVED that this resolution pertains to the original Agreement, and any amendments to the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 24, 2025 11:55:02 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

ATTACHMENT A

Contract Number: _____
Vendor Number: 0000054360
Control Number: HW2C5253296

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and 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, HB450, Chapter 159, Section 39, Subsection 76, 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. **C5253296** ("**Project**"), Appropriation ID **J3296**, Reversion Date **6/30/2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 39, Subsection 76, (Four Hundred Thousand Dollars and No Cents) **($400,000), to acquire rights of way and to plan, design and construct improvements to the Rufina street and Lopez lane intersection in Santa Fe in Santa Fe county; .**

B. Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars and No Cents, (**$400,000)** ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Four 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: Regina Wheeler
Title: Public Works Director
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: rawheeler@santafenm.gov
Telephone:

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:
Name:
Title:
Address:
Email:
Telephone:

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502

Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

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, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'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 [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] 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 [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] 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:

NMDOT Cabinet Secretary or Designee:

_____ _____

Signature Date

_____ _____

(Print Name) (Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE: **City of Santa Fe**

Entity Name

Official with Authority to Bind Grantee:

_____

Signature

_____ _____

(Print Name) (Title)

_____

Date

Fiscal Officer or Chief Financial Officer:

_____

Signature

_____ _____

(Print Name) (Title)

_____

Date

Legal Counsel: (OPTIONAL)

_____
Signature

_____ _____
(Print Name) (Title)

_____
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

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
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: _____

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: _____
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: _____
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.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Uses of Funds	Development Budget	Request 1	Request 2	Request 3	Request 4	Request 5	Request 6	Request 7	Request 8	Request 9	Request 10	Request 11	Substantial Completion	100% completion	Total
Acquisition Contract Price	$0														$0
Acquisition Closing/Legal/Other	$0														$0
Off-Sites	$0														$0
Site Work	$0														$0
Direct Construction Costs	$0														$0
Contingency(<5%)	$0														$0
Architectural - Design fees	$0														$0
Architectural - Supervision fees	$0														$0
Engineering fees	$0														$0
Real estate attorney/other legal fees	$0														$0
Accounting fees	$0														$0
Impact Fees	$0														$0
Building permits & related costs	$0														$0
Appraisal	$0														$0
Market analysis	$0														$0
Environmental assessment	$0														$0
Soils report	$0														$0
Survey	$0														$0
Marketing	$0														$0
Course of construction insurance	$0														$0
Hazard & liability insurance	$0														$0
Real property taxes	$0														$0
Personal property taxes	$0														$0
Tenant relocation expenses	$0														$0
Other Indirect/Soft Costs	$0														$0
Total Uses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Detailed Procurement Plan
Date:

Project Milestones:

	Initiation Date	Anticipated Completion Date	Use of Funds	Procurement Type	Procurement Code/Exemption	Anticipated Cost

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 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.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

FIR No. 10720.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMDOT Control Number C5253296

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 10/15/2025 **Phone:** (505) 955-6622

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 24, 2025 11:55:02 MDT) **Date:** _____

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with the New Mexico Department of Transportation ("NMDOT"), regarding Appropriation ID Number J3296, and Control Number C5253296 ("Grant Agreement"). The Grant Agreement makes available four-hundred thousand dollars ($400,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way to plan, design and construct improvements to the Rufina Street and Lopez Lane intersection in the City of Santa Fe.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not satisfy Article XI(B)(e) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Request for Payment. The City would also not satisfy additional requirements in Exhibit F of the Grant Agreement which requires the City to accept responsibility for the project and assume ownership, liability, and maintenance responsibility for all amenities related to the project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement in a separate action.

Performance and Administrative Implications:
The Public Works Department staff will acquire rights of way and plan, design, and construct improvements to the Rufina Street and Lopez Lane intersection. Public Works staff and Finance Department staff will also administer the grant.

Fiscal Implications:
None. The Agreement is subject to a separate approval.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Oct 24, 2025 13:03:41 MDT)

Email: rawheeler@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2025-__

C5253296 ($400,000) Rufina Lopez Lane Intersection Designating Signatory and Responsibility

The following members of the Governing Body joined sponsorship of this legislation:

Jamie Cassutt (Nov 3, 2025 07:52:24 MST)

Jamie Cassutt, Councilor

10/29/2025

Date

00000.1

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, NEW MEXICO

PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-___

A Micro Community in Each District

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 Resolution No. 2025-___ as follows:

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Pilar Faulkner

Councilor Jamie Cassutt

AMENDMENT A – BLUE – 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.

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, the geographical character of the city council districts varies with respect to geographic size, density, and use, and it is important to space the Micro Communities apart from one another; and

WHEREAS, choosing Micro Communities sites that are scattered throughout Santa Fe is a best practice, allowing Micro Community residents to integrate into the larger community while receiving ongoing support and stability; 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 such that each Micro Community is geographically spaced apart from one another 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 ~~C~~city council district by January 1, 2027.

BE IT FURTHER RESOLVED that the Micro Community sites will not be concentrated in a single geographic location, even if those sites are technically in different city council districts, and the City will prioritize identifying sites for Micro Communities in areas of the community that are not currently providing any homelessness services.

BE IT FURTHER RESOLVED that if a Micro Community is not established in every ~~C~~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 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 in districts without.

Respectfully submitted,

_____

Jamie Cassutt, Councilor

Respectfully submitted,

_____

Carol Romero-Wirth, Councilor

Respectfully submitted,

_____

Pilar Faulkner, Councilor

Respectfully submitted,

_____

Signe Lindell, Councilor

Amendment approved as to form:

Erin McSherry
Erin McSherry (Oct 29, 2025 16:54:32 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Amendment/2025/Resolutions/Establishing a Micro Community in Every District

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-___

A Micro Community in Each District

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 Resolution No. 2025-___ as follows:

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Pilar Faulkner

Councilor Jamie Cassutt

GREEN - AMENDMENT C – Councilor M. Garcia

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 the City Manager shall present proposed Micro Community location(s) to the Governing Body for review and obtain approval of the location(s) from the Governing Body before establishing new Micro Communities.

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.

Respectfully submitted,

Michael Garcia, Councilor

Amendment approved as to Form:

Erin McSherry
Erin McSherry (Nov 5, 2025 15:04:14 MST)
Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Amendment/2025/Resolutions/Establishing a Micro Community in Every District

CITY OF SANTA FE

Memorandum

Date: 10/03/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SAO

Via: Regina Wheeler
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
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 OVERLIE

Email: saoverlie@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Date:	October 17, 2025
To:	Governing Body
From:	Marcos Esquibel, Interim Complete Streets Director Marcos Esquibel
Via:	Regina Wheeler, Public Works Department Director RW (Oct 17, 2025 16:23:57 MDT)
Subject:	Equipment Lease for Motor Grader
Vendor Names:	Deere Credit, Inc. / 4 Rivers Equipment LLC
Vendor Numbers:	9870 — Deere Credit, Inc./John Deere Financial 3900 — 4 Rivers Equipment LLC

ACTION:
Request for Approval of a Lease Agreement with Deere Credit, Inc./John Deere Financial for a Motor Grader for Streets Maintenance in the Total Amount of $365,797.50 Including NMGRT for a Five Year Term Ending September 2030. (Marcos Esquibel, Interim Complete Streets Director; mpesquibel@santafenm.gov)

CONTRACT NUMBER:
The Munis Contract Number is 3260226.

BACKGROUND AND SUMMARY:
Public Works Complete Streets Division presented extensive equipment replacement needs during FY24. Some of the equipment was funded to be purchased with one-time funds and other pieces funded for leasing. The five pieces of equipment to be leased are: one (1) Loader – lease is executed; one (1) Motor Grader – this lease; and three (3) sweepers – lease in progress.

The Master Lease Agreement with John Deere Financial was approved by Governing Body and executed on August 18, 2025, and is attached to this packet. Deere Credit, Inc./John Deere Financial is the leasing company utilized by 4 Rivers Equipment LLC, a long-time equipment provider for the City of Santa Fe.

This lease price includes maintenance services for the equipment and a buyout option at the end of the lease. The equipment is scheduled to be delivered on October 22, 2025.

ATTACHMENTS:
Signature Instructions from John Deere Financial
Motor Grader Lease Schedule / Equipment List
Master Lease Agreement No. 0078057
CES Agreement No. 2022-10-C102-ALL

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: 365 ½ PER GRT
Munis Org Name/Number: 3650414 RDWYS&DRNG
Munis Object Name/Number: 562600 Equipment/Machinery Rental

Budget Officer/Designee: Andy Hopkins Date: 10/22/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method is NMSA 1978, Section 13-1-135, Cooperative Educational Services (CES) Agreement No. 2022-10-C102-ALL with 4 Rivers Equipment LLC, which expires on July 25, 2027.

Chief Procurement Officer (CPO)/Designee: _____ Date: 10/24/2025
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 **Note: Fleet does not oversee Complete Streets equipment.**
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: This motor grader will be maintained by 4 Rivers and Complete Streets.

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: _____

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

Signature Instructions
John Deere Master Lease

You may include a separate signature page, with internal approval signatures completed electronically via Adobe Sign prior to executing signature.

The Mayor will need to provide a physical (wet) signature on the lease documents.

The original (Wet) Signed and dated lease documents should be mailed to:

John Deere Financial

6400 NW 86th Street, PO Box 6600

Johnston, IA 50131

If you have any questions, please let me know.

Thank you,

Marcia Carr
Credit Processing Specialist
Lease Administration
John Deere Financial
6400 NW 86th Street, PO Box 6600
Johnston, IA 50131-6600
Phone: 800.828.8297 Ext. 73464
Fax: 800.254.0020

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	**030-0078057-001**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
09/22/2025	09/22/2030	1	$67,622.88	$5,536.62	$73,159.50	$154,046.88
		1	$67,622.88	$5,536.62	$73,159.50	
		1	$67,622.88	$5,536.62	$73,159.50	
		1	$67,622.88	$5,536.62	$73,159.50	
		1	$67,622.88	$5,536.62	$73,159.50	

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

Due Date	1st Payment Due Date	Discount Rate
22	10/22/2025	Internal Rate of Return minus 2 percent (2%)
Billing Period	**Irregular Payments**	

☐ Monthly
☐ Quarterly
☐ Semi-Annual
☑ Annual
☐ Irregular

PAYMENT DUE AT SIGNING

Advance Lease Payment**	$0.00
Origination Fee	$0.00
Security Deposit	$0.00
Total Due At Signing	**$ 0.00**

**Advance Lease Payment includes the first (0) and last (0) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. To the extent permitted by law, You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Supplier (Name & Address)	4 RIVERS EQUIPMENT, LLC 685 EAST ENTERPRISE DR., PUEBLO WEST, CO 81007

EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment	Purchase Option
2025	JD	670G MOTOR GRADER	1DW670GXKSF721600	25	1000/YR	$75.00/HR	$67,622.88	$154,046.88

Equipment Location	1142 SILER RD, SANTA FE, NM, 87507-3127	OUTSIDE city limits: ☐	SANTA FE COUNTY

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE
CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: ➡ _____
ALAN WEBER, MAYOR

Date: ➡ _____

LESSOR
DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: 10/14/25

JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	**030-0078057-001**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF SANTA FE, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
   - A. Computer systems or safety and emission control equipment not in proper working order.
   - B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
   - C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
   - D. Any air filters not within manufacturer's specifications.
   - E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
   - F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
   - G. Any lubricant, water or A/C seal leaks.
2. **Exterior.**
   - A. Dents larger than 2 inches in diameter.
   - B. Excessive number of dents or scratches.
   - C. Any scratch 8" or longer that reaches the metal skin.
   - D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
   - E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of $200.
   - F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
   - G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than $50 in amount.
   - H. All frame damage and substandard frame repairs.
   - I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform.**
   - A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
   - B. Unclean condition of operator environment.
   - C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General.**
   - A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
   - B. Any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other.**
   - A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
   - B. The Equipment must be cleaned prior to its return.
   - C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.
6. **Hour Meter**. For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear**. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	LESSOR
CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ ALAN WEBER, MAYOR	By: Audrey Hall
Date: _____	Date: 10/14/25

JOHN DEERE FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	**030-0078057-001**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, SANTA FE, NM 87507-3127
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE

CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: _____
Regina Wheeler, Public Works Director

Date: _____

LESSOR

DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: Anthony Alt

Date: 10/14/25

JOHN DEERE FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	**030-0078057-001**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

1142 SILER RD ☐ Check here if OUTSIDE city limits
Street Address

SANTA FE	**NM**	**87507-3127**	**SANTA FE**
City	State	Zip	County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

☐ Check here if OUTSIDE city limits
Street Address

City	State	Zip	County

☐ Check here if Sales/Use Tax Exempt ☐ Check here if Property Tax Exempt

Equipment Usage:	
Percentage of Time:	

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE
CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: ➡ _____
ALAN WEBER, MAYOR

Date: ➡ _____

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**030-0078057-001**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency: ARTHUR J GALAGHER & CO.	Phone Number of Agency: (949)349-9800
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency: ARTHUR J GALAGHER & CO.	Phone Number of Agency: (949)349-9800
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE
CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: _____
ALAN WEBER, MAYOR

Date:

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 22, 2025 08:35:00 MDT)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Automatic Payment Enrollment

JOHN DEERE FINANCIAL

☐ I accept Autopay enrollment at this time.
☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): _____

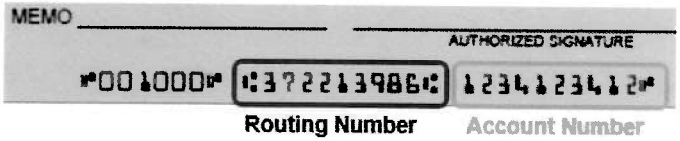
Bank Account Number: _____

Examples: *(a voided check is not required)*

Personal Check



Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
14403433	CITY OF SANTA FE,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-Onn transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my back account.

I understand any payment due prior to the month I requested above for each individual account must be make in order to be eligible for automatic payment for that account.

_____ _____

Bank Account Owner Signature Date Bank Account Owner Phone Number

JOHN DEERE FINANCIAL

Master Lease Agreement

Agreement No. 0078057

Lessee:	**CITY OF SANTA FE** 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86TH ST, PO BOX 6600 JOHNSTON, IA 50131-6600

This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. To the extent funds have been appropriated, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 1.5% per month of the unpaid balance due, but in no event more than the maximum lawful rate set by NMSA 1978, § 13-1-158, of the New Mexico Procurement Code. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of $25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than $25.00, we may retain such excess.

2. **Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.

3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. **Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct clearly erroneous information on the Lease, such as a correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment, (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it, which acceptance will not be unreasonably withheld or delayed. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

Agreement No.	0078057

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment prior to the Lease Term End Date, and are not in default, you may request a payoff amount quote. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion using market based internal tools, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due, (b) you breach any other provision of the Lease and fail to cure such breach within 10 days, (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law, (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us, (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease under New Mexico law, the difference between (1) the Termination Value as of the date of such default, and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Claims.** To the extent permitted by law, You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us. Your liability under this Section is not limited to the amounts of insurance required under the Lease.

14. **Representations and Warranties.** To the extent permitted by law, You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term subject to paragraph 17; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition, (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code unless such action is required by federal or state law, regulation, or grant agreement; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

15. **Governing Law; Jurisdiction; Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW MEXICO, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO.** You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Santa Fe, New Mexico and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**

16. **Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

Agreement No.	0078057

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule

17. Non-Appropriation of Funds.

For the Lessee, this Lease Agreement is contingent upon sufficient appropriations and authorizations being made by the Governing Body of the City of Santa Fe and, if state funds are involved, the New Mexico Legislature. If sufficient appropriations and authorizations are not made, this Lease Agreement shall terminate on the last day of the fiscal period for which appropriations were received. Lessee will give Lessor written notice at least 30 days in advance of such occurrence. Such termination shall be without penalty or expense to the Lessee. The Lessee is expressly not committed to expenditure of funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Governing Body or Legislature. The Lessee's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Lessor.

In performing its obligations in this Lease Agreement the Lessee shall comply with all applicable State of New Mexico and local government laws and ordinances, including the New Mexico Procurement Code, NMSA 1978, § 13-1-28, et seq. As a political subdivision of the state of New Mexico, any liability on the part of Lessee is limited by state law, including the Bateman Act, NMSA 1978, § 6-6-11; Art. IX, Sec. 12 (munhicipal Indebtedness), and the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq. Nothing in this Lease Agreement between Lessee and Lessor shall be interpreted as a waiver of the Lessee's sovereign immunity under the Tort Claims Act. Nothing in the John Deere Lease Agreement or this Addendum shall require the Lessee to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void

18. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORT IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	LESSOR
CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127	DEERE CREDIT, INC. 6400 NW 86th ST. PO BOX 6600 JOHNSTON, IA 50131-6600
By: [signature] ALAN WEBBER, MAYOR	By: [signature]
Date August 21, 2025	Date 8/27/2025

RECEIVED
AUG 27 2025
DEERE CREDIT INC

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 (Aug 18, 2025 11:55:48 MDT)

ALAN WEBBER, MAYOR

DATE: 08/18/2025

ATTEST:

ANDREA SALAZAR, CITY CLERK
GB MTG 07/30/2025

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 28, 2025 14:56 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

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Your New Mexico Purchasing Cooperative
CES
Since 1979

Contract Award Letter

July 26, 2022

Collin James
4 Rivers Equipment LLC
2301 Candelaria RD NE
Albuquerque, NM 87107

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2022-10 for CES Contract # 2022-10-C102-ALL - Heavy Equipment, Parts, Accessories, Leasing and Related Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2022-10 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for five (5) years from the effective contract award date July 26, 2022 through July 25, 2027, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

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ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2022-10

RFP DESCRIPTION: Heavy Equipment, Parts, Accessories, Leasing and Related Services

CES CONTRACT NUMBER: 2022-10-C102-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this July 26, 2022, to 4 Rivers Equipment LLC, with its principal office located at 2301 Candelaria RD NE, Albuquerque, NM 87107 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

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CONTRACT TERMS

1. The contract term shall be for five (5) years from the effective contract award date July 26, 2022 through July 25, 2027. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	4 Rivers Equipment LLC
David Chavez	Collin James
Printed Name	Printed Name
By: David Chavez	By: DocuSigned by: BD642C16CD644E0...
Title: Executive Director	Title: Branch Manager

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ATTACHMENT A
TO CONTRACT 2022-10-C102-
ALL ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2022-10 Heavy Equipment, Parts, Accessories, Leasing and Related Services

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services (CES) and the successful Offeror(s).

Cooperative Educational Services is seeking proposals from Offerors who have the capability and capacity to provide Heavy Equipment, Parts, Accessories, Leasing and Related Services to CES Members and Participating Entities.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements` term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

PART II SCOPE OF WORK AND SPECIFICATIONS

A. Categorical Scope of Work

Cooperative Educational Services (CES), on behalf of its current and future Members and Participating Entities which consist of over 440 educational and governmental entities in New Mexico, is requesting proposals from qualified and experienced firms to provide a diverse and extensive offering of heavy equipment and services from national and international manufacturers for purchase, lease and/or rental with locations throughout New Mexico. Heavy equipment will include, but not limited to the following equipment categories: Earth Moving, Landfill, Construction Vehicles, Pavement, Sweepers, Trailers, Material handling, Portable and Stationary Power Generation options, Governmental Leasing, Repair and Maintenance Services, Trade-In or Buyback Options, Rentals, etc. All heavy equipment offered must meet or exceed federal and state regulations which govern the equipment.

DEFINITIONS

None

B. SPECIFICATIONS

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CES understands every Offeror is unique and has its own capabilities when approaching a project. The scope of work listed above, and the specifications listed below, are to provide Offerors with guidance and insight as to what is being sought in this solicitation.

A. Unless otherwise noted, the categorical specifications include those generally understood and accepted within industry that apply to heavy equipment, parts, accessories, supplies and services as those equal to, or superior than, those supplied by companies such as, but not limited to Volvo, Case, John Deere, Caterpillar, Bomag, Bobcat, Doosan, Ditch Witch, Hitachi, New Holland, Terex, Komatsu, JCB, Wirtgen, Vogele, Hamm, Kleeman, New Holland, Liebherr etc.
B. All new equipment and products offered shall be:
   1. New, current, or ongoing production.
   2. Formally announced for general marketing purposes.
   3. Capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
   4. To be in compliance with current emission standards applicable at the time of manufacture.
   5. When new models are developed during the contract period, they can be added to the contract upon written approval of CES.
C. The Offeror may include value-add services in their response and these services may be provided by the authorized manufacturer or dealer. Categories include but are not limited to:
   1. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, custom fabrication, etc.
   2. Maintenance Services:
      a. The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers.
      b. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.
      c. The Offeror is to provide to CES Member or Participating Entity the option of a loaner or rental equipment if the machine is down for more than 24 hours.
   3. Warranties: The ability to provide a full range of extended warranties.
   4. Financing Options: The ability to provide governmental lease financing options which comply with the laws of the State of New Mexico. All governmental lease agreements will have the following:
      a. Non-Appropriation clause if funding for the lease payments cannot be approved by the governmental agency.
      b. The governmental lease needs to have a buyout option at fair market value. The buyout option at the end of the lease cannot be $1.00 it must be at fair market value.
      c. The leasing company will be responsible for all New Mexico Property and Gross Receipts Taxes.
      d. The leasing company will provide at no cost pickup of equipment at the end of the lease period.
   5. Trade-In or Buyback Options:
      a. The ability to trade-in used equipment or to obtain a guaranteed buy back price at the time of purchase.
      b. If trading in a piece of Heavy Equipment or other tangible person property is part of a purchase, it must comply with NMSA 1978 Chapter 13 Article 6.
   6. State political subdivisions are exempt from Federal Excise Tax.

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7. Rental: The ability to rent equipment through the manufacturer or dealer at a daily, weekly, or monthly rate.

D. All applicable new equipment will meet current Federal Emissions Standards and include the appropriate diesel particulate filter exhaust after the treatment system. Used equipment, at a minimum, will need to meet the Federal Emissions Standards at time of manufacturer. If the federal emission standards change during the term of the contract, then the Offeror must provide equipment that meets the latest federal emission standards.

E. The Offeror shall provide support documentation including, but not limited to, company policies on replacements and returns, restocking charges, after hours service, after sales support, technical feedback, quality assurance for orders, and drop shipments.

F. A complete and comprehensive line of equipment is requested, however, CES reserves the right to award contracts for specific types of equipment if this is determined to be in the best interest of its Members and Participating Entities.

G. Heavy equipment can be offered that is powered by, but not limited to gasoline, liquid propane, diesel, compressed natural gas, electric, or batteries. New engine technology may be added to the contract when it becomes available.

H. Following are examples of the types of equipment and services requested, however, this is not meant to be all inclusive. An Offeror may include all products, a portion of the products, or additional products that meet the requirements of this solicitation in their response. Examples include the following:

1. Construction equipment including but not limited to:
   a. Articulated trucks; off-highway trucks; bulldozers; track and wheel dozers; track and wheel excavators; backhoe; skid steer; track wheel and multi-terrain loaders; graders; scrapers; soil compactors; trenchers; water trucks; and water wagons.
   b. Part and accessories.
2. Landfill equipment including but not limited to:
   a. Waste handlers; landfill compactors; landfill scrapers; walking floor and transfer trailers; track and wheel loaders; track and wheel tractors; articulated trucks or off-highway trucks; hydraulic excavators; bulldozers; etc.
   b. Part and accessories
3. Material handling equipment including but not limited to:
   a. Track and wheel cranes; Aerial work platform; Boom Lift; Telehandler; Forklift, Single Manlift; Scissor Lift; etc.
   b. Part and accessories
4. Trailers including but not limited to:
   a. Drop neck, flatbed, tilt, and utility types.
   b. Part and accessories
5. Pavement repair and maintenance equipment including but not limited to:
   a. Asphalt cold planer; asphalt rotary mixer, bituminous distribution truck; chip spreader; crack sealer; track and wheel pavers; vibratory, pneumatic, drum, wheel rollers; and patcher truck; etc.
   b. Part and accessories
6. Sweeping equipment including but not limited to:
   a. Scrubber, street, and walkway sweepers; etc.
   b. Part and accessories
7. Miscellaneous equipment including but not limited to:

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a. Bucket trucks; cement mixers; boom mower tractor; etc.
b. Part and accessories.

8. Portable and Fixed Power Options including but not limited to:
   a. Portable and Stationary Generators; power systems; switchgears and uninterruptible power supplies (UPS); etc.
   b. Part and accessories.
9. Work tools to include with not limited to:
   a. Augers; blades; brooms; brushcutters; excavation and loading buckets; excavator shear; compactors; forks; grapples; racks; rippers; saws; snow removal equipment and accessories; grinders; trenchers; and winches; power take off; etc.
   b. Part and accessories.
10. Miscellaneous Products to include but not limited to:
   a. Air compressors; heaters washers; towable light towers and related lighting; aerial equipment; demolition equipment; trenching equipment.
   b. Part and accessories.
11. OEM and Aftermarket products.

I. Rental equipment:
1. All rental equipment must be in serviceable condition and ready for immediate operation.
2. The Offeror is responsible, prior to pick-up or delivery, to make sure there are no missing or broken parts or accessories, and that equipment and attachments are working appropriately.
3. All equipment will have current safety inspection and provided to CES Member upon request.
4. The Offeror can provide daily, weekly, and monthly rental rates. Whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, etc. The lowest rate then becomes effective for the remaining rental period.
5. Rental rates must include all incidentals and associated costs.
6. The Offeror shall ensure that all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. If equipment is returned with a lower amount of fuel than the initially rented, then contractor shall 1) choose to not charge the CES Eligible Agency for fuel replacement or 2) fill equipment with fuel at a cost of no more than $.50 over the average price per gallon for the fuel used to operate the equipment.
7. All charges to bring the equipment to or removed from the site can be billed separately but this option will need to be identified in the rental contract.
8. Any mechanical breakdown or failure occurring between delivery and pick-up shall be repaired promptly by the Offeror.
9. The Offeror can offer optional damage waiver coverage for equipment rental.
10. The Offeror shall supply all consumables, except fuel, to utilize the equipment being rented at no additional charge to the Agency. Equipment must be issued with new or nearly new consumables. The Agency may not be charged for consumables, regardless of condition at return. The Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by the CES Member or Participating Entity.
11. Rental Payments Options
   A. Provide the option for P-card payment by renting agency.
   B. Provide for monthly billing.

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C. Invoices shall contain, at a minimum information:
   1) CES Contract and Member purchase order number
   2) Equipment Identification Number
   3) Delivery Date and Time
   4) Return Date and Time
   5) Renter's Name
   6) Rental Cost

12. Rental Reporting Requirements:
   A. Contractor shall furnish to CES and or its Members or Participating Entities as requested a quarterly report of goods and services provided. Reports shall provide, at a minimum, the following:
      1) Equipment description
      2) Quantity Rented
      3) Number of Days Rented
      4) Unit Price
      5) Total Dollar Amount
      6) Method of Payment
13. Rental equipment:
   a. The ability to rent equipment through the manufacturer or dealer at a daily, weekly, or monthly rate.
   b. All rental equipment must be in serviceable condition and ready for immediate operation.
   c. The Offeror is responsible, prior to pick-up or delivery, to make sure there are no missing or broken parts or accessories, and that equipment and attachments are working appropriately.
   d. All equipment shall be late model equipment with current safety inspection available upon request.
   e. The Offeror shall provide daily, weekly, and monthly rates for rental equipment requested by the CES Eligible Agency. Whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, etc. The lowest rate then becomes effective for the remaining rental period.
14. Rental rates must include all incidentals and associated costs.
   a. The Offeror shall ensure that all equipment rented:
      i. Shall state the amount of fuel the equipment needs to be returned with.
      ii. State the cost of the fuel in the rental contract if not returned with the correct amount of fuel.
      iii. All charges to bring the equipment to the site(s) or remove from the site(s) it must be state in the rental contract.
      iv. Any mechanical breakdown or failure occurring between delivery and pick-up shall be repaired promptly by the Offeror.
   b. The Offeror can offer optional damage waiver coverage for equipment rental.
   c. The Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by the CES Member or Participating Entity.
15. Payments
   a. Provide the option for credit card payment by renter.
   b. Provide for direct and monthly billing to CES
   c. Invoices shall contain, at a minimum information:

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d. Contract and/or purchase order number
e. Equipment Identification
f. Delivery Date and Time
g. Return Date and Time
h. Renter's Name
i. Rental Cost

16. Rental Reporting Requirements:
    a. Contractor shall furnish to CES and or its Members or Participating Entities as requested a quarterly report of goods and services provided. Reports shall provide, at a minimum, the following:
        i. Equipment description
        ii. Quantity Rented
        iii. Number of Days Rented
        iv. Unit Price
        v. Total Dollar Amount

J. Service
1. The Offeror may include value-add services and these services can be provided by either the authorized manufacturer or dealer. Categories include, but not limited to:
    a. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, custom fabrication, etc.
    b. Maintenance Services:
        i. The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers.
        ii. Maintenance services may include scheduled services based upon the manufactures recommended guidelines
    c. All equipment delivered shall be subject to a complete inspection by the CES Member's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the CES Member.
    d. If the equipment requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the CES Member.
    e. The Offeror is to provide to CES Member or Participating Entity the option of a loaner or rental equipment if the machine is down for more than 24 hours.
    f. The Offeror will provide and maintain a factory authorized parts and service facility(s).

K. Optional Equipment and Features:
1. The Offeror is to provide a list of optional equipment and features that can be used by the CES Member to customize the equipment.
2. The Offeror will need to provide detail on the process used by CES Members or Participating Entities to identify the optional equipment and features and how to implement into the design of the equipment.

L. Replacement Parts

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1. OEM or aftermarket parts approved by the OEM.
2. If aftermarket parts used for warranty repair, they must not void the manufactures warranty.

M. Warranties:
1. At the minimum, warranties shall be the manufacturer's standard new equipment warranty. All warranties shall begin when the equipment is placed in service. It shall be the responsibility of the CES Member or Participating Entity to notify the contractor when the equipment is put into service.
2. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.
3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
4. Warranty Information: All equipment will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

N. Extended Warranty Options
1. Offerors are encouraged to offer extended warranties for all major mechanical, electrical, and electronic components to cover the member after the standard warranty has expired.
2. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.

O. Training
1. Training for maintenance staff on the proper service and repair of the equipment and options.
2. Training for drivers on the proper and safe operation of the equipment and options.

P. Publications and Printed Materials:
1. All equipment and options will have a complete set of operating and warranty instructions.
2. Operation Manual: A complete operations manual with and troubleshooting guide with comprehensive instructions and detailed manufacturer's parts list that covers all the features of the equipment shall be provided at time of delivery.

Q. Vehicle Recall Notices: In the event of any recall notice, technical service bulletin, or other important notification affecting an equipment purchased from this contract, a notice shall be sent to the purchasing agency's representative.

R. Used Equipment Purchase Option:
1. Used equipment will need an independent "certificate of working condition" from a qualified mechanic who shall have made a detailed inspection of each major working or major functional part and certified the working condition of each.
2. All equipment delivered shall be subject to a complete inspection by the CES Member's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the CES Member.
3. The Offeror to provide a minimum of a 90-day warranty after the equipment has been put into service.
4. If the equipment requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the CES Member.

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ATTACHMENT B
TO CONTRACT 2022-10-C102-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

PRICING

A. CES Members and Participating Entities will pay Contractor for Heavy Equipment, Parts, Accessories, Leasing and Related Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

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Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to invoice cost of your supplier	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Articulated Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %
Construction Equipment - Off-Highway Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Track Dozers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	21 %	21 %	21 %	21 %	21 %	21 %	21 %	21 %	21 %
Construction Equipment - Wheel Dozers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Track Excavators	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %
Construction Equipment - Wheel Excavators	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	38 %	38 %	38 %	38 %	38 %	38 %	38 %	38 %	38 %
Construction Equipment - Backhoe	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	39 %	39 %	39 %	39 %	39 %	39 %	39 %	39 %	39 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Mini Excavator	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Construction Equipment - Skid Steer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %
Construction Equipment - Track Loader	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %
Construction Equipment - Wheel Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %
Construction Equipment - Multi-Terrain Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Motor Graders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	42 %	42 %	42 %	42 %	42 %	42 %	42 %	42 %	42 %
Construction Equipment - Scrapers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Soil Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Tractors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Trenchers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Wheel Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Pneumatic Compactors & Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Pothole Patchers Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Road Broom Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Road Reclaiming Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Cutters	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Pavers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Water Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Water Wagons	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Articulated Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %
Construction Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Recycling	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Waste Handlers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %
Landfill Equipment - Landfill Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Landfill Scrapers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Walking And Transfer Trailers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Track Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Wheel Tractors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Track Cranes	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Material Handling Equipment - Wheel Cranes	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Aerial Work Platform	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Boomtruck	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Telescopic Handlers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Equipment Trailers - Drop Neck Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Flatbed Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Tilt Types Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Utility Types Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Walking Floor Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Equipment Trailers - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Equipment Trailers - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Pavement Equipment - Asphalt Cold Planer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Pavement Equipment - Asphalt Rotary Mixer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Bituminous Distribution Truck	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Chip Spreader	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Crack Sealer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Track And Wheel Pavers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Vibratory Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Pneumatic Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Drum Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Pavement Equipment - Wheel Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Patcher Truck.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Scrubber	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Street Sweepers.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Sweeping Equipment- Walkway Sweepers.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Bucket Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Cement Mixers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Misc. Equipment- Boom Mower Tractor	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Grinders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment - Trenchers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment - Winches	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Misc. Equipment - Power Take Off	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Air Compressors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Heaters Washers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Light Towers And Related Lighting	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Aerial Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Demolition Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Trenching Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Misc. Equipment - Light Towers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Snow Removal	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment- Snow Removal Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Snow Removal Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Augers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Blades	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Brooms	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Work Tools - Brushcutters	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Loading Buckets	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Excavation Buckets	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Work Tools - Excavator Shear	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Forks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Grapples	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Racks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Rippers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Saws	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Work Tools - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Portable Power Generation Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Stationary Power Generation Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Power Generation - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Power Generation - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Optional OEM and Aftermarket Products and Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Hourly Rates for Installation of Accessories and Equipment	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Hourly Rates for Installation of Accessories and Equipment After Hours, Weekends, and Holidays	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Maintenance Services Regular Business Hours	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Maintenance Services After Hours, Weekends, and Holidays	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Repair Services Regular Business Hours	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Repair Services After Hours, Weekends, and Holidays	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Maintenance Service Plans	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Extended Warranty	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment Delivery Cost over 100 miles	Cost per mile over 100 miles	cost	$	$	$	$	$	$	$	$	$
Equipment - Daily Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment - Weekly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment - Monthly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment - Yearly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	0 %	%	%	%	%	%	%
On-site training	Cost Per Hour	cost	$	$ 0	$	$	$	$	$	$	$
Off-site training	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Web Bases Training	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$

GB Packet_John Deere Motor Grader Lease - ELKd1 RW

Final Audit Report 2025-10-17

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Status:	Signed
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"GB Packet_John Deere Motor Grader Lease - ELKd1 RW" History

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Signer rawheeler@santafenm.gov entered name at signing as RW
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Document e-signed by RW (rawheeler@santafenm.gov)
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GB-550-John Deere

Final Audit Report 2025-11-05

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Status:	Signed
Transaction ID:	CBJCHBCAABAA7Pi5izASKiEEt2LGTSu8ph1CAW8UC-jY

"GB-550-John Deere" History

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2025-10-22 - 9:02:39 PM GMT- IP address: 104.47.64.254

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2025-10-22 - 10:44:22 PM GMT- IP address: 73.228.7.52

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CITY OF SANTA FE

Memorandum

Date: October 21, 2025

To: Governing Body, Quality of Life Committee, Finance Committee

From: Randy Randall, Tourism Santa Fe Executive Director

Via: Elisa Montoya, Community Development Director

RE: Route 66 Centennial Celebration Approval for Street Light Pole Banners

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EXECUTIVE SUMMARY:
This resolution would approve installing seventy-five banners on City of Santa Fe- ("City") owned light poles commemorating the 100th anniversary of Route 66.

BACKGROUND:
Section 14-8.10 of the City's Code allows installing banners on City property under certain circumstances, when erected by the City or a City permittee and if approved by the Governing Body via resolution. Permitted circumstances include banners commemorating dates associated with important civic milestones. Under the City's Code, a resolution approving banner installation must include the dates of display, location, number, design approval process, installation, maintenance, and cost of installation.

The proposed resolution addresses the required elements for placing banners commemorating the Centennial Celebration of Route 66 as follows:

- The dates of display will be March 2, 2026, through November 2, 2026;
- The location is on City-owned light poles located along Cerillos Road, Santa Fe Trial, San Fransico Street, Galisteo Street; and Old Pecos Trail;
- Seventy-five (75) banners total, one banner is allowed per light pole;
- The design of the banners has been approved by the Land Use Director and City Attorney as conforming to all applicable requirements and restrictions; and
- The City is responsible for the installation of the banners, and for replacing banners that become damaged, defaced, or are in any form of disrepair at its expense.
- Tourism Santa Fe anticipates a grant of $43,000 from the New Mexico Tourism Department to help support this project.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE

City Banner Approval Form - Public Document

Attach proposed resolution and banner design.

Prior to Governing Body approval, the Land Use Director and City Attorney must review the proposed banner pursuant to Section 14-8.10(A)(2)(b), attesting to its compliance with the City's laws, and the Public Works Director must review the proposed manner and location of installation of the banner.

Description of banner request/short title: **Route 66 Centennial Celebration Banners**

Requesting Party's Contact Name: **Jordan Guenther** Phone Number: **505.309.1194**

The Land Use Director approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal. The banner design has been reviewed by the Historic District Review Board, if applicable.

Director: _____ Date: 11/03/2025

The City Attorney approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal.

City Attorney: Erin McSherry
Erin McSherry (Nov 6, 2025 11:59:57 MST) Date: 11/06/2025

The Public Works Department Director approves the proposed manner and location of installation of the banners specified in the associated Resolution.

Director: Regina Wheeler
Regina Wheeler (Nov 3, 2025 15:37:53 MST) Date: 11/03/2025

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

Mayor Alan Webber

Councilor Michael Garcia

A RESOLUTION

AUTHORIZING THE INSTALLATION OF SEVENTY-FIVE BANNERS FROM MARCH 2, 2026, THROUGH NOVEMBER 2, 2026, ON CITY OF SANTA FE-OWNED LIGHT POLES, COMMEMORATING THE CENTENNIAL ANNIVERSARY OF ROUTE 66.

WHEREAS, SFCC 1987, Section 14-8.10, allows permittees or the City of Santa Fe ("City") to install banners e if the Governing Body adopts a Resolution, approving the banners; and

WHEREAS, SFCC 1987, Section 14-8.10, defines a "Banner" as "a *temporary sign* no larger than eighteen (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"; and

WHEREAS, the Resolution banners installation must approve the banners' dates of display, location, number, design , installation, maintenance, and cost; and

WHEREAS, the City's Tourism Department, Tourism Santa Fe, wishes to install banners commemorating the 100th anniversary of U.S. Route 66; and

WHEREAS, the banners are intended to highlight the Route 66 Centennial Celebration and recognize the historic and cultural significance of Route 66 in Santa Fe; and

WHEREAS, Tourism Santa Fe proposes installing the banners on City-owned light poles located along the original Route 66, including Cerrillos Road, Santa Fe Trail, San Francisco Street, Galisteo Street, and Old Pecos Trail.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE approves the following banner design and installation plan:

Dates:	The banners may be displayed from March 2, 2026, through November 2, 2026.
Location:	The banners may be displayed on light poles along Cerrillos Road, Santa Fe Trail, San Francisco Street, Galisteo Street, and Old Pecos Trail.
Number:	Up to Seventy-five (75) total banners may be displayed.
Design Approval Process:	The Land Use Director and City Attorney have approved the design of the banners conforms with all applicable requirements and restrictions. See Exhibit A.
Installation:	Comcast may install the banners associated with this request.
Maintenance:	The City shall immediately replace banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately. The City may remove any banners it deems in disrepair prior to their scheduled removal date.
Cost Allocation:	Tourism Santa Fe received a grant of $42,333 from the New Mexico Tourism Department to help support this project.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 6, 2025 11:59:57 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Approval for Route 66 Centennial Celebration Banners

RESOLVED: SIZING

Art as submitted is not proportional to finish size requested.
ART HAS BEEN ADJUSTED.

SIDE A = SIDE B

25407609_4



Stitch Line **FINISH SIZE: 48"h x 30"w** Live Area

FABRICATION

- **D** DOUBLE SIDED
- GROMMETS
- **P** POCKETS

COLORS

- CMYK

FIR No. 10723.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Route 66 Centennial Celebration Banners
Sponsor(s): Councilor Signe Lindell, Mayor Alan Webber, Councilor Michael Garcia

Reviewing Department(s): Governing Body, Quality of Life Committee, Finance Committee

Staff Completing FIR: Randy Randall, Tourism Santa Fe Director **Date:** 10/22/2025
Phone: (505) 955-6209

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 15:31:30 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
This resolution would approve installing seventy-five banners on City of Santa Fe ("City") owned light poles commemorating the 100th anniversary of Route 66. The banners would be hung on light poles located along Cerrillos Road, Santa Fe Trail, San Fransico Street, Galisteo Street, and Old Pecos Trail from March 2, 2026, through November 2, 2026. The request is pursuant to SFCC 1987, Section 14-8.10, which requires the Governing Body to adopt a resolution to permit installing banners on City-owned support structures, such as light poles.

Departments Affected:
Tourism Santa Fe and Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City will need to review the execution and installation of the banners commemorating the centennial anniversary of Route 66. Without full funding from NMTD, the City may need to reduce the quantity of banners produced and installed.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Land Use Director and City Attorney have approved the form of the banners conform to the applicable requirements and restrictions.

Fiscal Implications:
Tourism Santa Fe anticipates a grant of $43,000 from the New Mexico Tourism Department to help support this project. If the New Mexico Tourism Department ("NMTD") does not award the grant, then the City would need to review the execution and installation of the banners commemorating the centennial anniversary of Route 66. Without full funding from NMTD, the City may need to reduce the quantity of

banners produced and installed.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$43,000	$				
Operating	$	$	$				$
Total:	$	$43,000	$				$43,000

Expenditure Narrative:
Tourism Santa Fe anticipates a grant of $43,000 from the New Mexico Tourism Department to help support this project.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

CITY OF SANTA FE
FINANCE

DATE: November 6, 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Emily K. Oster, Finance Director EKO

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending September 30, 2025 (First Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which,

per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $212,821,777 and a net increase to the overall revenue budget of $74,320,594. The resulting net expenditure increase of $138,501,183 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement

for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

WHEREAS, the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("the Waste Management Agency") requires that the Waste Management Agency recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

WHEREAS, the BDD Board and the Waste Management Agency have approved First Quarter adjustments for their respective budgets and these adjustments have been incorporated into the City's proposed First Quarter Budget amendments; and

WHEREAS, a First Quarter Review of the Fiscal Year 2026 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste Management Agency's Board have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it approves the budget amendments for the BDD Board and the Waste Management Agency; and

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the First Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 15:16:55 MST)

ERIN K. McSHERRY, CITY ATTORNEY

EXHIBIT A

CITY OF SANTA FE

1st QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2025/26 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation from unspent FY25 CBA allocation to support incentives and related FICA expenses for AFSCME eployees *[CC apvd. 9/24/25 #9-L]*	$ 611,452	$ -	$ (611,452)
100	General Fund	Appropriation from available balance to fund the Ambulance Supplemental Payment Program intergovernmental transfers *[CC apvd. 8/27/25, #9-p]*	583,621	-	(583,621)
100	General Fund	Re-appropriation of previous year one-time funding for professional contracts, equipment and machinery *[CC apvd. 9/10/25 #9-q, -r]*	475,504	-	(475,504)
100	General Fund	Re-appropriation unspent prior year budget for Council Chamber remodel *[CC apvd. 6/11/25, #9-e]*	400,000	-	(400,000)
100	General Fund	Re-appropriation unspent prior year budget for intersection markings city-wide *[CC apvd. 9/24/25, #9-d]*	290,671	-	(290,671)
100	General Fund	Appropriation from NM Crime Victims Reparations Commission STOP Violence Agaist Women Act to fund a domestic violence response team *[CC apvd. 9/24/25, #9-e]*	(13,272)	-	13,272
210	Capital Equipment Reserve	Transfer of FY25 auction proceeds to CIP construction for vehicle replacements *[CC apvd. 7/11/25 #9-d]*	126,000	126,000	-
212	Economic Development	Re-appropriation of unspent prior year one time funding for various ongoing Metropolitan Redevelopment Agency projects *[CC apvd. 8/27/25, #9-q]*	78,285	-	(78,285)
213	Lodgers' Tax Fund	Re-appropriation from unspent FY25 one-time funding for contracted security services for the downtown area *[CC apvd. 8/27/25, #9-0]*	244,838	-	(244,838)
213	Lodgers' Tax Fund	Appropriation of NM Tourism Department Cooperative Marketing and Advertising Program grant *[CC apvd. 7/30/2025, #9-m]*	44,283	44,283	-
223	Law Enforcement	Appropriation of NM DOH grant for a coordinated community response to community violence *[CC apvd. 8/13/25, #9-o]*	460,000	460,000	-
232	Impact Fees Fund	Allocation of roads impact fees for the Guadalupe Street CIP project *[CC apvd. 7/30/2025, #9-h]*	1,220,000		(1,220,000)
232	Impact Fees Fund	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project *[CC apvd. 6/25/25, #10-i]*	42,792	-	(42,792)
233	Transportation Grants	Adjustment to NM DOT Ridefinders grant based on final award *[CC apvd. 9/10/25, #9-e]*	-	287,052	287,052
240	Community Development	Re-appropriation of unspent prior year grant funding for professional contracts *[CC apvd. 7/30/2025, #9-j]*	3,400,000	-	(3,400,000)
240	Community Development	Appropriation from NM Department of Workforce Solutions grant to fund street outreach, and improvements to the homelessness response operations *[CC apvd. 9/24/25, #10-b]*	1,642,023	1,642,023	-
240	Community Development	Re-appropriation of unspent prior year budget for the Mayors for a Guaranteed Income program *[CC apvd. 7/30/2025, #10-d]*	1,000,000	-	(1,000,000)
240	Community Development	Re-allocation of funding for ARPA term Economic Development Specialist position to the correct location *[CC apvd. 6/25/25, #9-dd]*	97,208	97,208	-
240	Community Development	Appropriation from NM Crime Victims Reparations Commission STOP Violence Agaist Women Act to fund a domestic violence response team *[CC apvd. 9/24/25, #9-e]*	77,210		(77,210)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
325	CIP Special Projects	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 9/10/2025, #9-c]*	3,683,246	1,893,185	(1,790,061)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for Questica and Vertosoft software implementation *[CC apvd. 9/10/25 #9-s]*	845,551	-	(845,551)
330	CIP Streets & Roadways	Allocation of roads impact fees for the Guadalupe Street CIP project *[CC apvd. 7/30/2025, #9-h]*	1,220,000	1,220,000	-
330	CIP Streets & Roadways	Appropriation of NM DFA grant funding for Tierra Contenta Trail improvements *[CC apvd. 7/30/2025, #9-g]*	300,000	300,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Governor Miles Road improvements project *[CC apvd. 6/25/25, #9-bb]*	150,000	150,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT/US DOT-FHWA grant to support the Agua Fria/Cottonwood Roundabout CIP project *[CC apvd. 9/24/25, #10-a]*	65,729	65,729	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project *[CC apvd. 6/25/25, #10-i]*	42,792	42,792	-
345	CIP Community Development	Appropriation of NM DFA grant to fund permanent and transitional housing to end homelessness *[CC apvd. 8/27/25, #9-m]*	400,000	400,000	-
355	CIP Parks and Trails	Appropriation of NM grant for SWAN Park improvement project Phase 2 *[CC apvd. 7/30/2025, #9-e]*	380,000	380,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Shelby Street pedestrian bridge replacement *[CC apvd. 9/24/25 #9-f]*	250,000	250,000	-
365	½% GRT Income Fund	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 9/10/2025, #9-c]*	1,893,185	-	(1,893,185)
365	½% GRT Income Fund	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair *[CC apvd. 8/13/25, #10-a]*	222,098	-	(222,098)
365	½% GRT Income Fund	Allocation of FY25 auction proceeds for vehicle replacements *[CC apvd. 7/11/25 #9-d]*	126,000	126,000	-
500	Waste Water Management	Appropriation from available balance to extend on-call engineering services contracts *[CC apvd. 7/9/25, #9-h, 7/30/25 #10-b, 8/13/25, #9-c, 8/27/25, #9-e, 8/29/25, #9-i]*	6,322,825	-	(6,322,825)
500	Waste Water Management	Appropriation from available balance to fund on-call construction services *[CC apvd. 8/27/25 #9-d, 9/10/25 #9-b, 9/24/25 #9-o/#9q]*	5,409,375	-	(5,409,375)
500	Waste Water Management	Appropriation from available balance to fund professional contracts *[CC apvd. 8/13/25, #9-j, 9/10/25 #9-d]*	1,752,053	-	(1,752,053)
500	Waste Water Management	Appropriation from available balance for temporary staffing *[CC apvd. 6/25/25, #9-z, 8/27/25, #9-f]]*	824,885	-	(824,885)
500	Waste Water Management	Appropriation from available balance for sewage sludge disposal services *[CC apvd. 9/24/25, #9-n]*	500,000	-	(500,000)
505	Water Management	Appropriation from available balance to fund Water CIP construction contracts *[CC appvd. 8/27/25, #9g/#9h, 9/10/25, #9-f]*	15,540,938	-	(15,540,938)
505	Water Management	Appropriation from available balance for on-call engineering services for Water CIP projects *[CC apvd. 6/25/25, #10-a, 8/27/25, #9-k]*	3,420,561	-	(3,420,561)
505	Water Management	Appropriation from available balance for emergency construction services *[CC apvd. 6/25/25, #10-b]*	540,938	-	(540,938)
540	Transit Bus System	Appropriation of NM DFA grant for Transit agency operations *[CC apvd. 9/10/25, #9-n]*	-	2,005,789	2,005,789
545	Airport	Appropriation of NMDOT Rural Air Service Enhancement program grant for air service to Los Angeles *[CC apvd. 9/10/25, #9-g]*	1,000,000	1,000,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
545	Airport	Adjustment to NM DOT grant based on final award *[CC apvd. 7/9/25, #9-e]*	3,799	3,799	-
550	Genoveva Chavez Community Ctr	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair *[CC apvd. 8/13/25, #10-a]*	222,098	222,098	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 55,896,688***	***$ 10,715,958***	***$ (45,180,730)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [B]

AMENDMENTS TO FY 2025/26 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A), (B), AND (G)

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation of unspent prior year budget for Police vehicles, equipment, and maintenance costs	$ 2,815,940	$ -	$ (2,815,940)
100	General Fund	Re-appropriation from unspent prior year capital budget	932,461	-	(932,461)
100	General Fund	Re-appropriation from unspent FY25 capital budgets to fund equipment purchases for Parks	253,091	-	(253,091)
100	General Fund	Re-appropriation of unspent prior year Public Works grants and capital budget	183,750	-	(183,750)
100	General Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	64,935	-	(64,935)
100	General Fund	Re-appropriation of one-time funding for professional contracts	60,000	-	(60,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for enhancements to communications and outreach efforts in the Office of Affordable Housing	60,000	-	(60,000)
100	General Fund	Re-appropriation of unspent FY25 budget to purchase new asset management and work order system	54,702	-	(54,702)
100	General Fund	Re-appropriation of unspent prior year budget for Fire professional contracts	52,223	52,223	-
100	General Fund	Re-appropriation of unspent FY25 one-time funding for fiscal agent fees and legislative grants for Public Works	46,027	-	(46,027)
100	General Fund	Re-appropriation of unspent prior year one-time funding for Bicentennial Tot Pool improvements	40,000	-	(40,000)
100	General Fund	Re-appropriation of unspent prior year one-time funding for temporary salaries	40,000	-	(40,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for upgrades to courtroom audio/video equipment	33,000	-	(33,000)
100	General Fund	Re-appropriation of previous year one-time funding for Library exterior security cameras	25,000	-	(25,000)
100	General Fund	Adjustment to ITT internal service charges to Facilities for hardware purchases	11,140	11,140	-
100	General Fund	Re-appropriation of unspent prior year budget for Parks service contracts	7,022	-	(7,022)
100	General Fund	Correction to allocation of interest on investments from original budget upload	(20,215)	-	20,215
100	General Fund	Correction to allocation of interest on investments from original budget upload	(22,866)	-	22,866
212	Economic Development	Re-appropriation of unspent prior year budget for design services for ongoing projects	3,217,714	-	(3,217,714)
212	Economic Development	Re-appropriation of unspent prior year grant funding for ongoing projects	350,365	-	(350,365)
212	Economic Development	Re-appropriation of prior year Creative Industries Grant award to connect entrepreneurs with resources for growth and development	100,000	-	(100,000)
213	Lodgers' Tax Fund	Re-appropriation of unspent prior year budget for the Greer Garson Theater feasibility study project	60,000	-	(60,000)
221	Emergency Services	Re-appropriation of unspent prior year NM State Fire Fund grant for Fire operations	653,452	-	(653,452)
221	Emergency Services	Re-appropriation of unspent prior year grant funding for Emergency Management projects	163,509	163,509	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
221	Emergency Services	Appropriation of Firehouse Subs Public Safety Foundation grant for the procurement of gas detectors and accessories	23,609	23,609	-
223	Law Enforcement	Re-appropriation of unspent prior year budget for Police vehicles, equipment, and maintenance costs	617,674	-	(617,674)
223	Law Enforcement	Re-appropriation of unspent prior year grant funding for the Youth Community Violence Interruption project	447,750	447,750	-
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects	3,468,529	1,085,188	(2,383,341)
240	Community Development	Re-appropriation of unspent prior year NM DFA grant supporting coronavirus recovery for the SF Community Housing Authority	2,000,000	2,000,000	-
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund ongoing human services-related projects	1,512,703	-	(1,512,703)
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund behavioral health & community violence intervention	808,769	-	(808,769)
240	Community Development	Adjustment to re-budget remaining portion of prior year appropriation for behavioral health & community violence intervention	86,455	-	(86,455)
251	Library Fund	Re-appropriation of prior year one-time funding for Library exterior security cameras	25,000	-	(25,000)
255	Quality of Life Fund	Re-appropriation of unspent prior year budget for ongoing projects	30,978	-	(30,978)
256	Recreation Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	227,300	-	(227,300)
260	Santa Fe Film Office	Re-appropriation from prior year budget for office space lease costs	41,500	-	(41,500)
260	Santa Fe Film Office	Re-appropriation from unspent prior year budget to cover various operating expenses	25,244	-	(25,244)
315	Resource Conservation CIP	Adjustment to re-budget remaining portion of multi-year grant capital funds for microgrids	500,033	375,025	(125,008)
315	CIP Resource Conservation	Re-appropriation of unspent prior year Public Works grants and capital budgets	14,251	-	(14,251)
315	Resource Conservation CIP	Appropriation from available balance to fund microgrids	794	794	-
320	CIP Facilities	Re-appropriation of unspent prior year grants and capital budget for ongoing Facilities projects	13,392,555	1,882,324	(11,510,231)
320	CIP Facilities	Re-appropriation of unspent prior year budget for La Familia roof replacement	1,400,000	-	(1,400,000)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	15,139,257	6,775,207	(8,364,050)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year Public Works grants and capital budgets	273,079	-	(273,079)
345	CIP Community Development	Re-appropriation of unspent prior year grants and capital budgets	995,885	804,459	(191,426)
350	CIP Arts and Culture	Re-appropriation of unspent prior year Public Works grants and capital budgets	550,361	550,361	-
355	CIP Parks and Trails	Re-apropriation of unspent prior year WIP construction for parks and trails	15,656,725	10,763,572	(4,893,153)
365	½% GRT Income Fund	Re-appropriation of unspent prior year capital budgets	4,562,232	-	(4,562,232)
365	½% GRT Income Fund	Re-appropriation of unspent prior year grants and capital budgets	806,990	-	(806,990)
365	½% GRT Income Fund	Re-apropriation of unspent prior year capital budget for ongoing traffic calming projects	344,023	-	(344,023)
500	Waste Water Management	Re-appropriation of unspent prior year budget for Wastewater CIP projects design and construction	14,150,621	-	(14,150,621)
505	Water Management	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,300	-	(27,300)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
515	Railyard Properties	Re-appropriation of unspent prior year Public Works grants and capital budgets	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget for various Convention Center improvements	2,571,310	-	(2,571,310)
525	Midtown Property	Re-appropriation of unspent prior year Public Works grants and capital budgets	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC improvement projects	6,012,533	-	(6,012,533)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC capital projects	219,057	-	(219,057)
535	Parking	Re-appropriation of unspent prior year budget for capital purchases	52,205	-	(52,205)
540	Transit Bus System	Re-appropriation of unspent prior year grant and capital budgets	4,118,665	1,580,064	(2,538,601)
545	Airport	Adjustment to re-budget remaining portion of prior year CIP projects, grants, and capital outlay for Airport expansion construction	17,932,944	-	(17,932,944)
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for GCCC CIP projects	207,446	-	(207,446)
550	Genoveva Chavez Community Ctr	Transfer from Recreation to GCCC to fund deferred maintenance for the Aquatics program	50,000	50,000	-
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for Recreation capital projects	6,700	-	(6,700)
600	Risk Management	Adjustment to Safety original budget to correct spreadsheet error	10,400	-	(10,400)
620	Services to Other Departments	Re-appropriation of unspent prior year budget for radio replacement and installation charges	577,718	-	(577,718)
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,800	27,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	12,800	12,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for tablet purchases	11,140	11,140	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	4,800	4,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for hardware purhcase	2,701	2,701	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for hardware purchases	2,000	2,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Wastewater Division for hardware purchases	1,700	1,700	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Utility Customer Service for software purchases	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchase	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 125,595,916***	***$ 32,537,966***	***$ (93,057,950)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2025/26 BUDGET

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Adjustments reflecting final BDD Board-approved budget	$ 10,572,676	$ 10,572,676	$ -
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for technical services	2,671,875	2,671,875	
800	Buckman Direct Diversion	Re-appropriation of unspent prior year budget for purchase of vehicles	228,712	-	(228,712)
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for project engineering services	200,000	200,000	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for technical services	2,671,875	-	(2,671,875)
801	BDD Repair & Replacement Fund	Adjustments reflecting final BDD Board-approved budget	1,786,519	1,786,519	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for engineering services	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	Adjustment reflecting final SFSWMA Board-approved budget	12,541,955	13,085,600	543,645
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for purchase of equipment/machinery	249,716	-	(249,716)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for vehicle purchases	205,845	-	(205,845)
811	SWMA Equip Replacement Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	1,200,000	1,200,000
813	SWMA Cell Developmt Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	300,000	300,000
816	SWMA CIP Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	950,000	950,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 31,329,173***	***$ 31,066,670***	***$ (262,503)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2025/26 BUDGET BY FUND

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 6,984,186	$ 63,363	$ (6,920,823)
210	Capital Equipment Reserve	126,000	126,000	-
212	Economic Development	3,746,364	-	(3,746,364)
213	Lodgers' Tax Fund	349,121	44,283	(304,838)
221	Emergency Services	840,570	187,118	(653,452)
223	Law Enforcement	1,525,424	907,750	(617,674)
231	City Drainage Fund	3,468,529	1,085,188	(2,383,341)
232	Impact Fees Fund	1,262,792	-	(1,262,792)
233	Transportation Grants	-	287,052	287,052
240	Community Development	10,624,368	3,739,231	(6,885,137)
251	Library Fund	25,000	-	(25,000)
255	Quality of Life Fund	30,978	-	(30,978)
256	Recreation Fund	227,300	-	(227,300)
260	Santa Fe Film Office	66,744	-	(66,744)
315	CIP Resource Conservation	515,078	375,819	(139,259)
320	CIP Facilities	14,792,555	1,882,324	(12,910,231)
325	CIP Special Projects	4,528,797	1,893,185	(2,635,612)
330	CIP Streets & Roadways	16,917,778	8,553,728	(8,364,050)
335	CIP Bond Acquisition	273,079	-	(273,079)
345	CIP Community Development	1,395,885	1,204,459	(191,426)
350	CIP Arts and Culture	550,361	550,361	-
355	CIP Parks and Trails	16,286,725	11,393,572	(4,893,153)
365	½% GRT Income Fund	7,954,528	126,000	(7,828,528)
500	Waste Water Management	28,959,759	-	(28,959,759)
505	Water Management	19,529,737	-	(19,529,737)
515	Railyard Properties	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	2,571,310	-	(2,571,310)
525	Midtown Property	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	6,231,590	-	(6,231,590)
535	Parking	52,205	-	(52,205)
540	Transit Bus System	4,118,665	3,585,853	(532,812)
545	Airport	18,936,743	1,003,799	(17,932,944)
550	Genoveva Chavez Community Ctr	486,244	272,098	(214,146)
600	Risk Management	10,400	-	(10,400)
620	Services to Other Departments	643,059	65,341	(577,718)
800	Buckman Direct Diversion	13,673,263	13,444,551	(228,712)
801	BDD Repair & Replacement Fund	4,658,394	1,786,519	(2,871,875)
810	SF Solid Waste Mgmt Agency	12,997,516	13,085,600	88,084
811	SWMA Equip Replacement Fund	-	1,200,000	1,200,000
813	SWMA Cell Developmt Reserve	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	-	300,000	300,000
816	SWMA CIP Fund	-	950,000	950,000
QUARTERLY TOTAL - ALL FUNDS		***$ 212,821,777***	***$ 74,320,594***	***$ (138,501,183)***

FIR No. 10726

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez Date: 11/6/2025 **Phone:** (505) 629-3063

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 15:16:55 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request the Department of Finance Authority to approve First Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures and adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 1st Quarter FY 2025-26 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

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

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

CITY OF SANTA FE

Memorandum

Date: November 4, 2025

To: Governing Body, Public Works Committee, Quality of Life Committee and Finance Committee

From: Nina A Nguyen, Asset Development Associate
Terry J. Lease, Asset Development Manager

Via: Faviola Chavez, Community Development Director
Andrea Phillips, Deputy City Manager

RE: Donation of 1522 & 1650 West Alameda For Affordable Housing

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EXECUTIVE SUMMARY:

The proposed resolution calls for the City Manager to issue a request for proposals for developing and donating two parcels of undeveloped land identified as 1522 & 1650 West Alameda Street ("the Properties") to a Qualified Grantee for the development of at least six homes that meet the definition in SFCC 26-3 as "Low-Priced Dwelling Units" ("LPDU") either as rental or homeownership homes. The Properties neighbor land with homes built by Habitat for Humanity.

BACKGROUND:

According to the Santa Fe Association of Realtors' Q1-2025 quarterly property statistics report, the median single family home sales price in Santa Fe is $570,000, an increase of 7.3% over Q1-2024.

The donation of the Sites must be in conformance with the New Mexico Affordable Housing Act (the "Act") which provides an exemption to the State of New Mexico's Anti-Donation Clause. The Act determines eligible uses for donations of public land, cash, buildings or infrastructure. All beneficiaries of the donated value must be income-qualified as earning no more than 120% of the area median income ("AMI"), determined through a Department of Housing and Urban Development (HUD) approved income certification process. In turn, the pricing of the homes must be affordable to the 100% AMI household.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe Lindell

Councilor Alma Castro

A RESOLUTION

AUTHORIZING DONATING PROPERTIES IDENTIFIED AS 1522 AND 1650 WEST ALAMEDA STREET TO A DEVELOPER CERTIFIED AS A "QUALIFYING GRANTEE" UNDER THE NEW MEXICO AFFORDABLE HOUSING ACT TO DEVELOP LOW-PRICED DWELLING UNITS, PURSUANT TO THE CITY OF SANTA FE'S AFFORDABLE HOUSING ORDINANCE.

WHEREAS, it is the policy of the City of Santa Fe ("City") to provide incentives and encourage proposals that support the production, acquisition, and redevelopment of affordably priced homes in mixed-income developments; and

WHEREAS, according to the Santa Fe Association of Realtors' Q1-2025 quarterly property statistics report, the median single family home sales price in Santa Fe is $570,000, an increase of 7.3% over Q1-2024; and

WHEREAS, the Governing Body wishes to donate two parcels of undeveloped land identified as 1522 and 1650 West Alameda Street ("the Properties") as shown in Exhibit A that are sufficient for the development of at least six homes that meet the definition in SFCC 26-3 as "low Priced Dwelling Units" ("LPDU"), either as rental or homeownership homes; and

WHEREAS, the City can donate land to "Qualified Grantees" pursuant to its affordable housing ordinances and in compliance with the New Mexico Affordable Housing Act; and

WHEREAS, the City may donate land or money for the construction, renovation, or purchase of affordable housing pursuant to NM Const. Art. 9, Section 14, NMSA 1978, Section 6-27-1, et seq., and the City's Affordable Housing Trust Fund Ordinance, SFCC 1987, Section 26-3, which requires disbursing donations according to standard city procurement practices, "reviewed according to evaluation criteria contained within the administrative procedures"; and

WHEREAS, the proposed land donation conforms to the City of Santa Fe Five-Year Strategic Housing Plan "Affordable Housing Element", which was adopted in conformance to the Affordable Housing Act by Ordinance No. 2007-23 pursuant to the express statutory authority conferred upon municipalities to enact a housing code in NMSA 1978, Section 3-17-6A(8).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that the Properties shall be considered part of the City's Affordable Housing Trust Fund.

BE IT FURTHER RESOLVED THAT the City Manager shall direct staff to work with the Community Development Commission to recommend a Qualified Entity to develop the Properties with at least six affordable units using standard procurement practices.

BE IT FURTHER RESOLVED that the City Manager shall develop a real estate donation agreement and quit claim deeds for Governing Body approval, imposing land-use restrictions that ensure an affordability period of no less than forty-five (45) years and runs concurrently with any requirements imposed by any other subsidy provider, to be executed upon transfer of the Properties.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 15:15:37 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Donation of 1522 and 1660 West Alameda

EXHIBIT A - 1522 and 1650 West Alameda Street



FIR No. 10727.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Donation of 1522 and 1650 West Alameda

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Office of Affordable Housing

Staff Completing FIR: Nina A. Nguyen, Asset Development Associate **Date:** 11/07/2025
Phone: (505) 819-1870

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 15:15:37 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The proposed resolution authorizes a request for proposals to identify a Qualified Grantee to develop two parcels of undeveloped land identified as 1522 and 1650 West Alameda Street ("the Properties") with at least six homes that meet the definition in SFCC 26-3 as "Low-Priced Dwelling Unites" ("LPDU") either as rental or homeownership homes.

Departments Affected:
Community Development Department (Office of Affordable Housing)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not seek a developer to develop the Properties with affordable housing.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
There are no expenditures or funding associated with this legislation, but the property proposed for donation is a City asset.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: akphillips@santafenm.gov

Signature:

Email: nanguyen@santafenm.gov

Signature:

Email: fachavez@santafenm.gov

Signature:

Email: tjlease@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 23, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Sam Burnett, Interim Public Works Department Director
Marci Eannario, Legislation and Policy Innovation Manager
Christine Spiers, Legislative Assistant

Via: Erin K. McSherry, City Attorney EM
Mark Scott, City Manager

RE: 2026 Legislative Priorities

EXECUTIVE SUMMARY:

The proposed resolution establishes the City of Santa Fe's ("City's") priorities for the 2026 Legislative Session. The resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities for the Governing Body.

The capital outlay requests this year are those adopted as the top five requests in the City's ICIP list. Specifically, they include the following items: 1) permanent and transitional housing to end veteran, youth, and chronic homelessness, 2) replacement of the Paseo Real Wastewater Reclamation Facility, 3) the Police Training Facility Project, 4) the Santa Fe Regional Airport Terminal Expansion Phase II, 5) the Midtown Redevelopment Infrastructure Improvements.

This resolution also includes district-specific capital outlay requests as follows: funding for the Arroya Torreon Stabilization project in District 1, funding for the Ragle Park Baseball Field Upgrades in District 2, funding for the Santa Fe Beautification projects construction in District 3, funding for the Herb Martinez Park Improvements in District 4.

The policy priorities include, but are not limited to, the expansion of affordable housing availability, expansion of services for homeless families and individuals; support for the City and Santa Fe County partnership, "CONNECT"; support for economic mobility efforts related to community and economic development; support for violence intervention programs; support for addressing fentanyl as a community health crisis through meaningful partnerships between State, County and City agencies; support for water conservation, recycling, and other environmental

priorities; elimination of the three percent property tax increase on non-owner-occupied residences; and a statewide business licensing system.

BACKGROUND:

Every year the Governing Body adopts capital outlay and policy priorities for the Legislature's consideration during the next legislative session. The City has successfully lobbied for numerous capita outlay projects and policy issues in the past. Some items included in the resolution have been policy priorities for multiple years.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ESTABLISHING THE CITY OF SANTA FE'S PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 57TH LEGISLATURE – STATE OF NEW MEXICO – SECOND SESSION, 2026.

WHEREAS, the 30-day Legislative Session ("Legislative Session") of the 2026 New Mexico State Legislature ("Legislature") begins on January 20, 2026, and ends on February 19, 2026; and

WHEREAS, the Governing Body desires to establish City of Santa Fe ("City") legislative priorities to be considered by the City's legislative delegation and the Legislature; and

WHEREAS, the Governing Body's legislative priorities include City-wide capital outlay priorities, statutory priorities, general fund priorities, City Council District capital outlay priorities, and other legislative priorities beneficial to the City to be pursued during the Legislative Session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby adopts priorities for the Legislative Session, consistent with Resolution No. 2025-44 (adopting the City's Infrastructure Capital Improvements Plan ("ICIP") for 2027-2031) and as specified below. The specific amount requested from the legislature

for each project is either all or part of the City's Fiscal Year 2027 budget as represented in the ICIP for each project.

1. From any statewide capital outlay initiative associated with homelessness and housing, the City requests funding in the amount of **$10,000,000** for permanent and transitional housing to end veteran, youth, and chronic homelessness;

2. From any statewide capital outlay initiative associated with water and wastewater, the City requests funding in the amount of **$5,000,000** for the replacement Paseo Real Wastewater Reclamation Facility;

3. From any statewide capital outlay initiative associated with public safety, the City requests funding in the amount of **$750,000** for the Police Training Facility project.

4. From any statewide capital outlay initiative associated with airports, regional transportation and economic development, the City requests funding in the amount of **$5,000,000** for the Santa Fe Regional Airport Terminal Expansion Phase II.

5. From any statewide capital outlay initiative associated with economic development, affordable housing, and urban redevelopment, the City requests funding in the amount of **$10,000,000** for the Midtown Redevelopment Infrastructure Improvements.

BE IT FURTHER RESOLVED that, as is consistent with Resolution No. 2022-12 (establishing next steps for the Midtown Property), the Governing Body requests the Legislature enact a Joint Resolution ratifying and approving the transfer of one or more tracts of City-owned real property to the State of New Mexico Department of Public Safety in trade and exchange for the transfer of multiple tracts of State-owned real property to the City of Santa Fe, New Mexico for the Midtown Redevelopment Project, including the property known as "Tract O", instrument #2052655.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that funds the New Mexico Department of Transportation for capital projects within Santa Fe, especially for the following:

1. Cerrillos Road Phase III reconstruction project, which is shovel-ready and will improve a gateway to downtown Santa Fe for end-of-life replacement of signals on US 285;
2. St. Francis Drive within Santa Fe's city limits, with emphasis on the West Alameda Street and St. Francis intersection.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that enhances the Downtown Improvement District of Santa Fe including such items as revised streetscapes, improved signage, placemaking, Americans with Disabilities Act considerations, and litter collection.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature support legislation that promotes water reuse and water planning and other legislation designed to improve overall sustainability at the state and local level.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would support municipal recycling programs and other programs that support recycling market development.

BE IT FURTHER RESOLVED that the Governing Body hereby establishes the following City Council District capital outlay legislative funding priorities for improvements of citywide infrastructure for consideration by the Legislature during the Legislative Session:

1. For a capital outlay initiative located within **City Council District 1**, **$1,000,000** for Arroyo Torreon Stabilization project to address erosion of [soil on properties with?] affordable housing.
2. For a capital outlay initiative located within **City Council District 2**, **$1,000,000** for the Ragle Park Baseball Field Upgrades.
3. For a capital outlay initiative located within **City Council District 3**, **$1,000,000** for Santa Fe Median Beautification Project construction.
4. For a capital outlay initiative located within **City Council District 4**, **$875,000** for Herb Martinez Park Improvements for safety, accessibility, and sustainability.

BE IT FURTHER RESOLVED that, consistent with Resolution No. 2023-32, the Governing

Body hereby establishes the following capital outlay legislative funding priority for any initiative associated with public safety: **$1,150,000** to plan, design, and construct much needed renovations of the Municipal Court building including adding security measures.

BE IT FURTHER RESOLVED that the Governing Body supports legislation to restrict deadly weapons in public buildings unless a local government opts out of the restriction and place a constitutional referendum on the ballot to permit municipalities and counties to restrict firearms to the extent constitutionally permissible, while continuing to disallow municipalities and counties from regulating firearms in a manner that is less restrictive than the State.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses the following firearms legislation:

1. Creating a New Mexico Office of Gun Violence Prevention;
2. Funding for regional and/or local collaboration to address youth gun violence;
3. Raising the age of purchase for certain rifles;
4. Banning assault-style weapons;
5. Creating mandatory minimum sentencing for illegal firearms trafficking; and
6. Enhancing the penalty for the illegal possession of a firearm during any crime, including during the illegal sale of drugs.

BE IT FURTHER RESOLVED that the Governing Body supports continued funding for the Violence Intervention Program fund, including money for operational capacity.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses funding for interventions and responses to domestic violence, sexual assault, and human trafficking, including the expansion of a coordinated, comprehensive approach that benefits both the survivor and the perpetrator.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of the establishment of the Santa Fe County Detox Center that would serve the residents of Santa Fe and northern New Mexico.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses funding mental health and behavioral health programs focused on addressing the needs of residents and individuals struggling with mental illness and/or substance abuse or addiction, including the expansion or augmentation of treatment opportunities and facilities to support that treatment.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses appropriations for mental health and behavioral health programs, including the development of the Santa Fe County's Youth Behavioral Health Center and the La Salla Center, focused on addressing the needs of residents and individuals struggling with mental illness and/or substance abuse or addiction, including the expansion or augmentation of treatment opportunities and facilities to support that treatment.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation that supports meaningful partnerships between State, county, and municipal governmental agencies to address fentanyl as a health crisis by removing barriers to services for those struggling with addiction, supporting the coordination of response efforts, and funding such initiatives.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature appropriate money from the general fund to support the City's "Alternative Response Unit", which allows law enforcement officers to work with the Santa Fe Fire Department and with case managers under the supervision of a licensed clinical social worker to redirect persons who are experiencing non-violent mental health episodes, public intoxication, and/or who may be suspected of involvement in non-violent, low-level crimes, to alternative, community-based services in lieu of prosecution or jail.

BE IT FURTHER RESOLVED that, as is consistent with Resolution No. 2022-47 (supporting state and federal legislation protecting the right to a safe abortion), the Governing Body endorses legislation that supports reproductive rights and that would codify the right to safe abortion into law.

BE IT FURTHER RESOLVED that, as is consistent with initiatives such as what is contained in Resolution No. 2024-29, the Governing Body supports the rights of the LGBTQIA+ population such that every individual, regardless of the individual's reproductive choices, sexual orientation, or gender identity, can live, work, and pursue their dreams free from discrimination and prejudice and supports legislation that preserves and protects the rights of the LGBTQIA+ community.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation and allocation of funding designed to interrupt intergenerational cycles of poverty, such as appropriations for operations of a state-wide pilot program that provides a monthly, guaranteed income.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that improves broadband infrastructure in Santa Fe and throughout the state, specifically as it relates to associated community and economic development.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation and funding that supports the rights of the disability community, that advances disability access in public spaces, and that allows for individuals to live, work, and pursue their dreams free from discrimination and prejudice.

BE IT FURTHER RESOLVED that, as is consistent MOA No. 2020-0629, the Governing Body supports legislation dedicated to the City and Santa Fe County partnership program, "CONNECT," defined by the City and County as "a network of navigators at clinics, community organizations, and city and county programs," which has successfully connected approximately ten thousand (10,000) Santa Fe County residents with resources such as housing, food, transportation, childcare, and other essential needs.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that supports the development and construction of affordable and workforce housing to decrease and/or subsidize the cost of housing for residents of Santa Fe and New Mexico.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation

and appropriations that::

- Increase housing availability, including transitional housing options tailored to the individual's needs, and expands available social services for homeless families and individuals, including those who are chronically homeless, veterans experiencing homelessness, and young people experiencing homelessness, as well as those living in outdoor unsupervised encampments;
- Expand program staff that supports the goals of housing preservation and homelessness prevention, emergency shelter, building housing units, individual housing vouchers, project-based housing vouchers, supportive services, and system infrastructure; and
- Replenish and seek a recurring funding source to support New Mexico Mortgage Finance Authority's Housing Trust Fund.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation that expands the permitted uses of existing lodgers' tax, or creates an additional lodgers' tax, to defray the cost of providing affordable housing and permanent supportive housing and addressing the needs of low-income people by providing wraparound services such as childcare and/or that leverages federal funding for affordable housing.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would eliminate the three percent (3%) cap on annual property tax increases on residences that are not owner-occupied as the owner's principal place of residence.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation that increases the likelihood of local governments recruiting, retaining, promoting, and housing first responders and Alternative Response Unit case workers and behavioral health employees in the communities in which they serve to improve public safety and enhance emergency response capacity.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that slows down the timeline for eviction, connects tenants to rental

assistance resources, and improves opportunities for mediation between renters and landlords.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation promoting the facilitation of community efforts to address the cleanup of trash, litter, and weeds which may include methods such as using compost and chipping, with a specific emphasis on elevating the quality of the City's roadways, rights of way, medians, arroyos, open spaces, trails, and parks.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation or appropriations to improve the environment, enhance the quality of the City's public spaces, and achieve its sustainability goals, including, but not limited to, funding for projects and programs that support water conservation, erosion control, tree planting, biodiversity, outdoor recreation, and public art.

BE IT FURTHER RESOLVED that that Governing Body re-affirms its support for and endorsement of legislation that

- Establishes an "extended producer responsibility" program that requires manufacturers and retailers to be responsible for the costs associated with a product throughout its life cycle, from creation to disposal, and/or re-use;
- Advances the environmental sustainability goals of the City, including legislation that facilitates renewable energy generation and interconnection, energy storage, building electrification, public transportation, complete streets, carbon neutrality, net-zero greenhouse gas emissions, community solar, and watershed restoration and forest fire mitigation; and/or
- Expands the Air Quality Control Act, NMSA 1978, § 74-2-2(J), to include an express option for local governments to opt-in to an emissions inspections program.

BE IT FURTHER RESOLVED that the Governing Body supports continued study and analysis of how to improve emergency response, preparation, and management strategies for addressing environmental and radiological emergencies, which could include climate change adaptation strategies

and development of, and improvement to, emergency management infrastructure.

BE IT FURTHER RESOLVED that the Governing Body supports appropriations to New Mexico's Department of Cultural Affairs in support of the expansion of local library programming for local communities.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation that supports childcare as a guaranteed, basic right for families.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would improve and expand early childhood education, with an emphasis on the following initiatives: infant and toddler care; capital improvements for center-based and in-home care; stipend-based training opportunities for the family, friends, and neighbor network (FFN); and investment in pre-apprentice and apprenticeship programs to develop the early childcare educator pipeline.

BE IT FURTHER RESOLVED that the Governing Body supports investing in pre-apprentice and apprenticeship programs to develop the early childcare educator pipeline and expanding the workforce to run such programs.

BE IT FURTHER RESOLVED that the City continues to support statewide paid sick leave legislation, as described in the City's Resolution No. 2021-11, unanimously passed by the members of the Governing Body in 2021.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation for Paid Family and Medical Leave in support of providing care for new children and/or ill family members.

BE IT FURTHER RESOLVED that the Governing Body supports the appropriation of funds for New Mexico-grown fresh fruits and vegetables for school and senior meals programs and related education programs for schools and farmers.

BE IT FURTHER RESOLVED that the Governing Body urges the legislature to address the underfunding of the Public Employees Retirement Association pension plans.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature ensure that hold harmless payments to counties and municipalities are not eliminated or further reduced and returned to their original schedule; ensure that any tax reform continues to hold counties and municipalities harmless in lieu of the enactment of legislation reinstating the gross receipts tax on food and medical; and that protects local governments' annual revenues if the Legislature enacts legislation modifying State gross receipts tax deductions and exemptions.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that creates a major entertainment venue in Santa Fe for sports, concerts, and music festivals, specifically for economic development.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature adopt legislation that pertains to statewide business licensing to permit business owners to operate in all cities, counties, and municipalities, provided business owners comply with local land use and safety requirements.

BE IT FURTHER RESOLVED that the Governing Body directs the City's lobbyist to undertake the following actions:

- Work with the New Mexico Municipal League in support of Municipal League 2025 Legislative Priority from which the City would benefit from the passage of such initiative;
- Prioritize capital outlay projects included in the City ICIP Priority List;
- Work to advance any legislation introduced during the Legislative Session deemed to be beneficial to the City; and
- Oppose legislation introduced during the Legislative Session deemed to be detrimental to the City.

BE IT FURTHER RESOLVED that while this Resolution represents a majority of the intent of the Governing Body as to 2025 legislative priorities, other timely priorities may be approved by the Governing Body, incorporated into the City's legislative agenda, and forwarded to the City's lobbying

team for action.

BE IT FURTHER RESOLVED that the City Clerk be directed to forward a copy of this Resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

PASSED, APPROVED, and ADOPTED this ____ day of ____, 2026.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Nov 7, 2025 16:14:34 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Legislative Priorities 2026

FIR No. 10721.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2026 Legislative Priorities

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Works Department and City Attorney's Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager and Christine Spiers, Legislative Assistant **Date:** 10/23/2025 **Phone:** (505) 955-6581; (505) 955-6692

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 16:14:34 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The proposed resolution establishes the City of Santa Fe's ("City's") legislative priorities for the State of New Mexico's 2026 Legislative Session. The Resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities.

Departments Affected:
All departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will have limited capital outlay and policy priorities identified prior to the 2026 New Mexico Legislative Session.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The resolution would direct the City Clerk to send the adopted resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	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: cmspiers@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: November 4, 2025

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

From: Sidney Snyder, Santa Fe Park Ranger Supervisor

Via: Melissa McDonald, Parks and Open Spaces Division Director
Sam Burnett, Interim Public Works Department Director

RE: New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

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EXECUTIVE SUMMARY:

The Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT") under the Que Linda Beautification Program, to control and remove little from the roads, highways, trails, and open space in Santa Fe. The grant amount is ninety thousand dollars ($90,000). All allocated funds must be spent by June 30, 2026.

BACKGROUND:

The purpose of the Que Linda Beautification Program is to control litter throughout New Mexico, Under the authority delegated to the NMDOT by the "Clean Highway Act", NMSA 1978, Sections 67-15-1 to -4.

The State of New Mexico first awarded this grant to the City last year to initiate the implementation of an ongoing program to reduce litter and beautify Santa Fe. The scope of work funded by this agency grant includes development and implementation of community outreach, partnerships with local nonprofits, and program management by existing staff.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

A RESOLUTION

ACCEPTING A GRANT FROM THE QUE LINDA BEAUTIFICATION PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION; ENTERING INTO A GRANT AGREEMENT FOR A TOTAL AMOUNT OF $90,000.00, TERM ENDING JUNE 30, 2026; IDENTIFYING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE AS THE SIGNATORY FOR THE AGREEMENT.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter into a grant agreement ("Agreement"), in the total amount of ninety thousand dollars $90,000.00, term ending June 30, 2026, under the "Que Linda Beautification Program" ("Program"), attached and incorporated as Exhibit A, the purpose of which is to control and remove litter from the roads and highways in Santa Fe; and

WHEREAS, costs that exceed the ninety thousand dollars ($90,000) are not covered in the Agreement; and

WHEREAS, the purpose of the Agreement is to partially fund "a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to

the maximum extent possible"; and

WHEREAS, Section 3 of the Agreement states that the City must "adopt a written resolution of Program supports that includes a commitment to funding, ownership, liability, and maintenance".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Agreement, for a total amount of $90,000, and with a term ending June 30, 2026, included as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that the City Manger or the City Manager's designee is authorized to sign the agreement.

BE IT FURTHER RESOLVED that all allocated funds must be spent by June 30, 2026, and the City incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.

BE IT FURTHER RESOLVED that the City is responsible for the Agreement; assumes the lead role in execution of the Agreement; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibility for all amenities related to the completion of the work described in the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 09:31:59 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/NMDOT Que Linda Grant Agreement

Exhibit A

Contract Number: _____
Vendor No.:.....
Project No.: _____
Control No: _____

NEW MEXCIO DEPARTMENT OF TRANSPORTATION
QUE LINDA BEAUTIFICATION PROGRAM
GRANT AGREEMENT

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

RECITALS

WHEREAS, the purpose of the Que Linda Beautification Program (Program) is to accomplish litter control throughout New Mexico, under the authority delegated to the Department by the "Clean Highways Act," NMSA 1978, Section 67-15-1 to -4 (Act) to conduct a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible;

WHEREAS, the Department was appropriated funding through the General Appropriation Act, Laws 2024, Chapter 64, Section 11, for roadway beautification and litter control, of which a portion is being used for the purposes of carrying out the provisions of the Act; and

WHEREAS, the Act provides that the Department may enter into agreements and provide a Program for the purposes of carrying out the provisions of the Act.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Program Funding.

a. The Department hereby awards $90,000 to partially fund the Budget (Appendix A) with the purpose of conducting a permanent and continuous program to control and remove litter from the roads, highways and open space of New Mexico to the maximum extent possible.
b. The Grantee is responsible for all costs that exceed Program funding.
c. All allocated funds must be spent by June 30, 2026.
d. All allocated funds are eligible to be reallocated pursuant to Section 19.
e. The Grantee must repay Program funding to the Department if:
    1. The Program is cancelled or partially performed.
    2. A final audit conducted by the Department determines the following:
        i. an overpayment,
        ii. unexpended funds, or
        iii. ineligible expenses.

2. The Department:

a. Shall distribute the funds, identified in Section l(a), in a lump sum to the Grantee after:

1. The Department has received this Agreement fully executed with a Resolution of Sponsorship.

b. May perform Program monitoring that might consist of the following:

1. Conduct a review of the Grantee's performance and administration of the Program funds identified in Section l(a).
2. Conduct a review of subcontracts for administration of the Program funds.

3. The Grantee Shall:

a. Perform and participate in the Program by accomplishing the following:

1. Participating in 3 technical assistance meetings with the Que Linda Director for the development of a local beautification program plan;
2. Creating and adopting a formal local beautification program plan;
3. Hosting a minimum of 3 events in alignment with the 11 strategies of the Que Linda Program (Appendix D); and
4. Completing a minimum of 2 contracts in alignment with the 11 strategies of the Que Linda Program (Appendix D).

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Adopt a written resolution of Program support that includes a commitment to funding, ownership, liability and maintenance.

d. 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.

e. Meet with the Department, as needed, or provide Program status reports within 30 days of request.

f. Acknowledge that the Department reserves the right to unilaterally adjust, modify, or cancel any and all funding identified in Section l(a) in order to ensure the expenditure of all funds.

g. Agree and acknowledge Program funds shall not be used for purposes other than those outlined and specified in Appendix A.

h. Comply with Department mandatory reporting requirements:

1. The Grantee shall submit an annual report on the progress of activities during the funding period.
2. The Grantee must participate in a minimum of 75% (3 out of 4) of the Que Linda statewide cohort meetings.

i. Agree that Program funds must be expended on or before June 30, 2026.

4. Both Parties Agree:

a. The inability to properly complete and administer the Program may result in the Grantee being

denied future Program funding.

b. The Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the Program funding noted in Section l(a).

5. Term.

This Agreement becomes effective upon signature of the Parties. The effective date is the date when the last party signed the Agreement on the signature page blow. This Agreement tenninates at 11:59:59 p.m. on June 30, 2026, unless terminated earlier as provided under this Agreement.

6. Termination.

The Department may tenninate this Agreement for any reason, by giving the Grantee 30 days written notice. On receipt of written notice from the Department, the Grantee shall suspend all Program activities unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to the date of the written notice requiring termination. Neither Party has any obligations after termination, except as stated in Section l(e) and 15.

7. **Notices.**

For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

To the Department:

Amy Whitfield, Special Director
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, NM 87504-1149
Phone: 505-309-1066
Email: Amy.Whitfield@dot.nm.gov

To the Grantee:

Mark Scott, City Manager

200 Lincoln Ave
Santa Fe, NM 87501
Phone:
Email:

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 to -27.

10. Scope of Agreement.
This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the parties, except that this Agreement does not supersede the Grantee's rights under any other grant Agreement.

11. 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.

12. Legal Compliance.
The Grantee shall comply with all applicable federal, state, and local laws, regulations and Department 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 Grantee shall include the requirements of this Section 12 in each contract and subcontract at all tiers.

13. Equal Opportunity Compliance.
The Parties agree to abide by all federal and state laws and rules and regulations, and executive orders, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders, 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.

14. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Grantee, and the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Grantee and the Legislature, this Agreement will terminate upon written notice being given by one Party to the other. The Department and Grantee are expressly not committed to expenditure of any funds until such time as they are budgeted, encumbered, and approved for expenditure.

15. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Grantee shall maintain all records and documents relating to the Program for a minimum of 5 years after completion. The Grantee 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 Program, the Grantee 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.

16. 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.

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 is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-l(G).

18. Amendment.
This Agreement may be amended by an instrument in writing executed by the Parties.

19. Reallocation of Funding.
The Grantee may request reallocation of the Program Funds from any Budget (Appendix A) item to other identified Budget items. The Grantee must submit a written request with the proposed Budget detailing the reallocation amount and the identified Budget item(s) and costs of which funds are being reallocated. The Grantee shall be allowed to reallocate pursuant to the written request upon receipt of approval from the Department and executed Amendment by the Parties pursuant to Section 18.

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency.

By: _____ Date: _____
Office of General Counsel

City of Santa Fe

By: _____ Date: _____
Mark Scott, City Manager

Attest

By: _____ Date: _____
Andrea Salazar, City Clerk

Approved as to form and legal sufficiency.

By: Kevin L. Nault Date: Oct 31, 2025
Kevin L. Nault (Oct 31, 2025 15:57:56 MDT)
Kevin Nault, Assistant City Attorney

Finance Department:

By: _____ Date: _____
Emily Oster, Finance Director

Appendix A: Project Budget and Scope of Work

Scope of Work. The Grantee shall complete and oversee the following activities.

Activities. The Grantee shall complete and oversee the following Que Linda Grant related activities in support of the Program, as situated in the Public Works Department, Parks and Open Space Division and under the oversight and in coordination with Department consultation. The Grantee is responsible for:

a. Contract organization for Project Management.
b. Partner with local nonprofit to host cleanup events and promote anti-litter messaging;
d. Partner with local nonprofit to organize volunteer cleanup events, and report illegal trash dumping;
e. Facilitate purchasing, shipping and contracted installation of trash cans.
f. Facilitate Volunteer Appreciation Event
g. Facilitate printing of interpretive materials and interpretive panels for trash cans.

Project Budget 1
See email attachment *''Appendix A_Que Linda FY26_Budget Tracking''*.

11 Strategies of Que Linda Statewide Beautification

Student Service Learning:

Leveraging local high school students provide three benefits: 1) creates a very affordable resource to help keep communities clean; 2) provides high school students with opportunities to engage in community service; 3) creates local ambassadors that spread anti-litter messaging.

Local high schools must incorporate service-learning requirements in certain courses. The requirements shall require a certain number of community service hours which can be met through participation in trash pickup and graffiti removal/prevention programs.

Litter Abatement Alternatives to Penalty Fines:

This program would serve as a resource for municipal and county court systems. For various reasons, residents are assessed penalties or court fees associated with a crime. In many instances, individuals cannot afford to pay the cost. As an alternative, the individual could be assigned to a local trash pickup and graffiti removal/prevention program.

Use of Corrections Contractors:

The New Mexico Corrections Department offers litter pickup, general landscaping and graffiti clean-up services. Cost for services range but are highly competitive. LBPs can leverage services for contract maintenance of their property.

County Inmate Litter Abatement Program:

Utilizing incarcerated individuals for trash pickup is a long-standing practice. Oftentimes county-run facilities are discouraged to establish this program because inmates are incarcerated for short periods. Nonetheless, an established program could put short-term inmates to work immediately. The County correctional facility would establish the program that utilizes inmates to perform trash pickup services. This program would provide the service to the LBP.

Elementary Anti-Litter Education Campaign:

The State of NM is rolling out a new anti-litter campaign. It can provide media to local elementary schools that incorporate anti-litter activities into their curriculum. Activities could include coloring contests, recording radio ads, writing letters to newspapers, campus clean up days, recycling programs, etc. This program is integral to building ambassadors among the youth in the community who will have a positive influence within their families.

Business Corridor Adoption Program:

Engaging businesses in an effort to keep cities clean is longstanding. Typically businesses would adopt a corridor and become responsible for its upkeep. In this program, the business would simply provide a financial sponsorship. The sponsorship would go to the LBP who would utilize the resources for contract maintenance.

Reporting Illegal Trash Dumping Hotline:

Illegal dumping is a major issue in several communities. It's typically driven by limited options for legal dumping. When residents dump illegally, or lose trash because of an unsecured load, the trash often includes personal identifiable information. Local law enforcement agencies shall establish a hotline or online portal where this information could be anonymously obtained. Penalties for violators would need to be established in ordinance.

Secure Loads Establishment and Enforcement:

Unsecure loads is a major cause of messy roadways. Local governments must put an ordinance in place that establishes a penalty for driving with an unsecured load. In addition to this penalty, trash collection centers must impose a fee when a resident arrives with an unsecured load.

Establish Free Weekend Events at Collection Centers:

Affordability may be an issue for some residents. If trash authorities were to provide "Free Weekends" once a month, it would encourage residents to dump legally.

Neighbor Rates at Collection Centers:

Some communities and counties do not have adequate access to a collection center, therefore, an established "Neighbor Rate" at the closest facility will encourage residents to dump trash legally.

Community Trash Pick-up Events:

Some residents, for various reasons, are unable to take trash to a collection center on their own. This program would identify weekends, throughout the year, when trash authorities, together with volunteers, would pick up trash and deliver it to a collection center. Residents would need to signup for this service and provide a justification.

(Insert “Que Linda Resolution FY26_Resolution FIR” found in email attachment)

FIR No. 10725.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Public Works Department

Staff Completing FIR: Sidney Snyder, Santa Fe Park Ranger Supervisor **Date:** 11/4/2025
Phone: 505-795-4679

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 09:31:59 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
This Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT"), under the Que Linda Beautification Program ("Program"), to conduct a permanent and continuous program to control and remove litter from the roads and highways in Santa Fe. The grant amount is ninety thousand dollars ($90,000). All allocated funds must be spent by June 30, 2026.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive the Program Grant from NMDOT in the amount of ninety thousand dollars ($90,000). The City will also not completed the listed scope of work to control litter and enhance beautification.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Public Works Department and Open Space Park Rangers will implement the work required by the grant. Administration of the grant will be preformed by the Public Works Department and Finance Department.

Fiscal Implications:
The City would receive ninety thousand dollars ($90,000) to conduct the scope of work in the grant. The cost of the scope of work is not expected to exceed the grant amount.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$36,500	$	$		NR	100	$36,500
Operating	$ 53,500	$	$		NR	100	$53,500
Total:	$ 90,000	$	$				$90,000

Expenditure Narrative:
Contractual expenditures include the purchase and delivery of trash cans, coordination of the volunteers, and project management services to carry out the work. Operating expenses encompass various costs associated with project management, outreach, and interpretive messaging.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$ 90,000	$	$		100
Total	$ 90,000	$	$		

Revenue Narrative: The grant revenue will be recognized in fund 100 to fund program expenditures above.

Signature:

Email: mamcdonald@santafenm.gov

Signature:

Email: sksnyder@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 17, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Jesse Roach, Interim Public Utilities Director

RE: Water rate increase and rate structure change

EXECUTIVE SUMMARY:

This bill would increase the rates for City of Santa Fe Water (CoSF Water) utility service beginning in February of 2026 and then each January through 2030 for a total of five increases. This bill would also change the rate structure for residential accounts starting in 2027 by adding a third tier to residential water use rates. The average residential water bill would increase due to the combined effect of the rate increase and rate structure change, average users would see an increase in average monthly water bill in 2026, 2028, 2029, and 2030 with a one-time decrease in 2027 when the new rate structure goes into effect. Higher water users would see a greater water bill increase due to the implementation of the new rate structure.

BACKGROUND AND JUSTIFICATION:

Need for Rate Increase

Since water rates were last increased in 2013, general cost inflation has risen 41%, meaning CoSF Water's ability to fund operations and projects with rate revenue is significantly reduced. In addition, CoSF Water has four critically important capital projects in the planning or construction phases that must be completed to ensure a continued ability to provide a safe, reliable, and resilient supply of water to meet the needs of Santa Fe. These include major dam rehabilitation projects at both Nichols Dam and McClure Dam on the upper Santa Fe River, an upgrade to old and obsolete treatment plant processes at the Canyon Road Water Treatment Plant, and the San Juan Chama Return Flow Project, which is a key project to ensure future water resiliency. For a more in-depth explanation of the need for rate increases, please see the 16-minute presentation to City of Santa Fe Governing Body on April 30th, 2025. This presentation is available on the City's YouTube channel (https://www.youtube.com/@cityofsantafe) from minutes 16:50 – 32:50 of the meeting recording.

Desire for Rate Structure Change

In 2019 and 2020, a taskforce was assembled to engage with the City's financial consultant (FCS) on potential changes to the water rate structure. The taskforce included Public Utilities Department staff (PUD Department Director, Water Division Director, and Water Engineering Supervisor), two City Councilors (Rivera and Romero-Wirth), and three members of the public. The outcome of that effort included three recommendations:

1. Addition of a third tier to residential rates.

2. Consider breaking multi-family accounts into two groups, one with more than 8 units, and another with 8 or fewer under the assumption that multi-family accounts serving fewer units would have water usage similar to residential customers, and those with a high number of units would have water usage similar to commercial customers.
3. Delay a change to the rate structure until a rate increase was needed.

The rate structure proposed here addresses the first recommendation and the third. An analysis of multi-family customer water usage suggests no obvious change in water usage patterns as a function of number of units, so splitting that group is not currently under consideration.

Proposed Residential Rate Structure Change

The rate structure proposed here would add a third usage tier to the residential rate structure, and remove the current seasonality of the residential tiers, but leave all other rates with the current structure. The proposed, residential tier breaks are set at 4000 gallons and 7000 gallons per month based on average residential winter use of less than 4000 gallons per month, and the current 7000 gallon winter tier break. The new third tier (more than 7000 gallons per month year-round) volumetric cost is set to be equivalent to the current second tier cost, and then the first and second tier cost set to result in a revenue neutral structure change. 4000 gallons per month represents essential indoor use, and residential customers will pay less for these first 4000 gallons with the new rate structure than they have over the past decade. The first-tier size also matches the first tier of Santa Fe County water use rates. The amount charged for the new tiers is selected to reward low water use (customers who use less than 6000 gallons per month will see their average summer and winter bills both go down) and send a strong financial signal to high water users. In summary, the structure proposed here is only a change for the residential usage class and will reward conservation and recover additional revenue from higher water users (typically due to outdoor use). Due to active changes to the City's utility billing software the rate structure change would not be implemented until January 1, 2027. The rate structure and impacts to summer and winter bills for different usage amounts is shown on the final page of this memo.

Expected Change to Water Utility Bills

Effective February 1, 2026, water rates would increase under this proposal. The average water bill would increase about $2 per month, going from the current average of $44 per month to around $46 per month. Effective January 1, 2027, the new rate structure would be implemented with an additional rate increase. The effect of this combined rate structure change and rate increase would mean that starting in 2027, 75% of residential customers would see a one-year bill decrease during both the winter and summer. The customers representing the highest 5% of residential water users would see their bills rise in both winter and summer, while customers representing the highest 25% of residential water users would only see their summer bills rise. The average monthly residential bill of $46 in 2026 will go to $43 in 2027. In January of 2028, 2029, and 2030, the final three water rate increases proposed here would take effect, taking the average bill to $45, $47, and $49 respectively.

ATTACHMENTS:

Bill and FIR

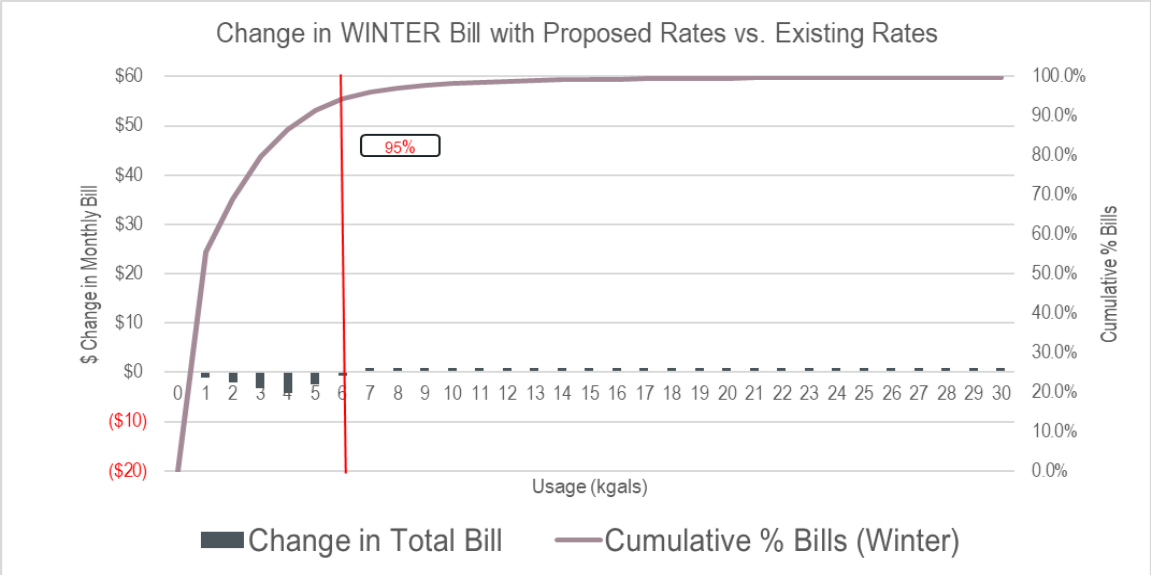
CITY OF SANTA FE

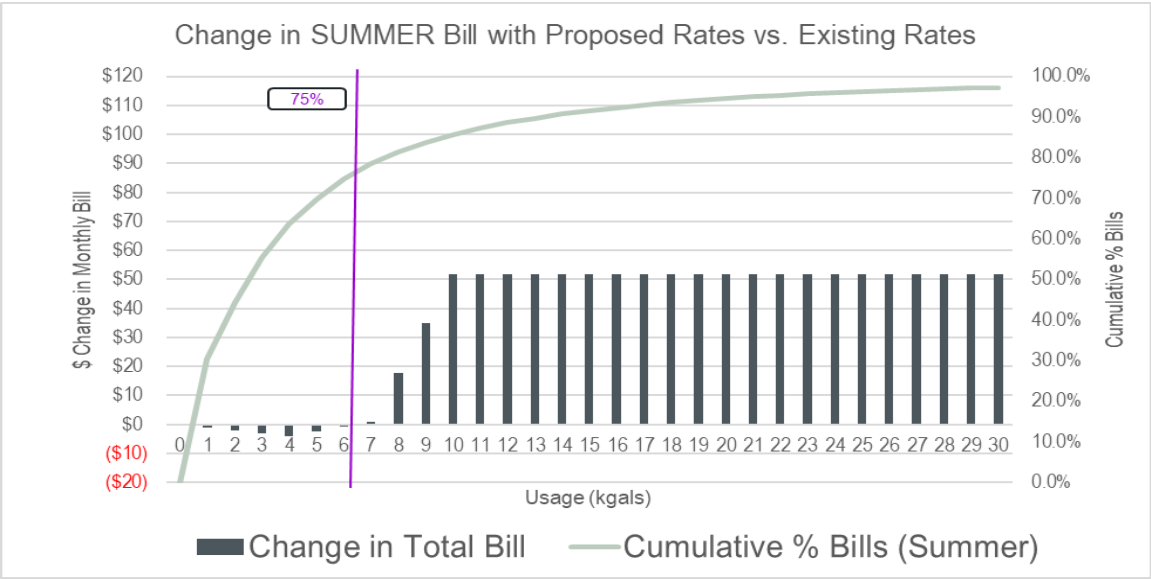
Memorandum

Proposed Residential Rate Structure

	Tier 1	Tier 2	Tier 3
Tier Thresholds (kgals)	4	7	7+
2027 Rates (per kgal)	**$5.50**	**$8.30**	**$23.50**
Ratio of Tiers	*1.0*	*1.5*	*4.27*

Tier 3 Fixed at $23.50 - ($21.72 current w/ 4 % increase FY26 & FY27)





CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-25

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A BILL

UPDATING THE RATES AND SERVICE CHARGES FOR WATER UTILITY SERVICES.

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

Section 1. Chapter 25, Exhibit B, Subsection 25-4.2, SFCC 1987 (being Ord. No. 2016-39, § 11, as amended) is amended to read:

EXHIBIT B

(Subsection 25-4.2)

WATER SERVICE RATE SCHEDULES

TABLE OF CONTENTS

Title	**Rate Schedule Number**
Monthly Service Charges [~~and Monthly Volume Rates~~]	1
[~~Effective March 1, 2009 through December 31, 2009~~] Monthly Volume Rates through December 31, 2026	[~~1~~]2A
[~~Effective January 1, 2010 through December 31, 2010~~]	[~~1~~]2B

underscored material = new [~~bracketed material~~] = delete

Monthly Volume Rates beginning January 1, 2027	
[Effective January 1, 2011 through December 31, 2011]	[1C]
[Effective January 1, 2012 through December 31, 2012]	[1D]
[Effective January 1, 2013	[1E]
Private Fire Hydrant Service	[5]3
Fire Service Line	[6]4
Base Meter Service Charges	[7]5
Utility Expansion Charge	[8]6
Municipal Fire Hydrant Service	[9]7
Conservation Program Charge	[10]8
Potable Water Fill Station	[11]9
EFFECTIVE: JULY 1, 1995	
AMENDED: JANUARY 12, 2000 APRIL 11, 2001 MAY 9, 2001 SEPTEMBER 1, 2001 JANUARY 16, 2002 AUGUST 11, 2004 FEBRUARY 9, 2005 AUGUST 28, 2006 (EFFECTIVE JANUARY 1, 2007) OCTOBER 29, 2007 JANUARY 9, 2008 JANUARY 28, 2009 (EFFECTIVE MARCH 1, 2009) [Adoption Date] (EFFECTIVE FEBRUARY 1, 2026)	

RATE SCHEDULE 1[A]

[Effective March 1, 2009 through December 31, 2009]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	~~Monthly Service Charge~~
~~5/8" or 3/4"~~	~~$13.44~~
~~1”~~	~~$26.88~~
~~1 1/2”~~	~~$53.75~~
~~2”~~	~~$107.51~~
~~3”~~	~~$215.02~~
~~4”~~	~~$389.71~~
~~6”~~	~~$860.06~~
~~8”~~	~~$1,531.98~~]

Monthly Service Charge for Residential, Multi-Family, and Commercial										
Meter Size	Effective Date									
	3/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3/8" or 3/4"	$13.44	$14.54	$15.73	$17.02	$18.42	$19	$20	$21	$22	$22
1”	$26.88	$29.08	$31.46	$34.04	$36.83	$38	$40	$41	$43	$45
1 ½”	$53.75	$58.16	$62.93	$68.09	$73.67	$77	$80	$83	$86	$90
2”	$107.51	$116.33	$125.87	$136.19	$147.36	$153	$159	$166	$172	$179
3”	$215.02	$232.65	$251.73	$272.37	$294.70	$306	$319	$331	$345	$359
4”	$389.71	$421.67	$456.25	$493.66	$534.14	$556	$578	$601	$625	$650
6”	$860.06	$930.58	$1,006.89	$1,089.45	$1,178.78	$1,226	$1,275	$1,326	$1,379	$1,434
8”	$1,531.98	$1,657.60	$1,793.52	$1,940.59	$2,099.72	$2,184	$2,271	$2,362	$2,456	$2,555

[MONTHLY VOLUME CHARGE		
	RESIDENTIAL	
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons $15.84/1,000 gallons thereafter
MULTI-FAMILY		
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for the first 10,000 gallons $15.84/1,000 gallons thereafter
1" meter	Sept. – April*	$04.43/1,000 gallons for the first 14,000 gallons $15.84/1,000 gallons there after
	May – Aug*	$04.43/1,000 gallons for first 20,000 gallons $15.84/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$04.43/1,000 gallons for first 28,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 40,000 gallons $15.84/1,000 gallons thereafter
2" meter	Sept. – April*	$04.43/1,000 gallons for first 56,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 80,000 gallons $15.84/1,000 gallons thereafter
3" meter	Sept. – April*	$04.43/1,000 gallons for first 112,000 gallons $15.84/1,000 gallons thereafter
	May –	$04.43/1,000 gallons for first 160,000 gallons

	~~Aug*~~	~~$15.84/1,000 gallons thereafter~~
~~4" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 203,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 290,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 448,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 640,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 798,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 1,140,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~]

RATE SCHEDULE 2A

Monthly Volume Rates Through December 31, 2026 for Residential, Multi-Family, and Commercial Meters ($/1,000 gallons)						
Tier\Effective Date	**3/1/2009**	**1/1/2010**	**1/1/2011**	**1/1/2012**	**1/1/2013**	**2/1/2026**
Tier 1	$4.43	$4.79	$5.18	$5.60	$6.06	$6.30
Tier 2	$15.84	$17.14	$18.55	$20.07	$21.72	$22.60

Water Tier Size (gallons per month)				
Meter Type and Size	**Tier 1**		**Tier 2**	
Residential and Multi-Family Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
All Meter Sizes	< = 700	< = 10,000	> 700	> 10,000
Commercial Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
5/8" and 3/4"	<= 7000	<= 10,000	> 7000	> 10,000
1"	<= 14,000	<= 20,000	> 14,000	> 20,000

1 1/2”	<= 28,000	<= 40,000	> 28,000	> 40,000
2”	<= 56,000	<= 80,000	> 56,000	> 80,000
3”	<= 112,000	<= 160,000	> 112,000	> 160,000
4”	<= 203,000	<= 290,000	> 203,000	> 290,000
6”	<= 448,000	<= 640,000	> 448,000	> 640,000
8”	<= 798,000	<= 1,140,000	> 798,000	> 1,140,000

*(Utility billing date)

RATE SCHEDULE [~~1~~]2B

[~~Effective January 1, 2010 through December 31, 2010~~]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$14.54~~
~~1"~~	~~$29.08~~
~~1½"~~	~~$58.16~~
~~2"~~	~~$116.33~~
~~3"~~	~~$232.65~~
~~4"~~	~~$421.67~~
~~6"~~	~~$930.58~~
~~8"~~	~~$1,657.60~~]

[~~MONTHLY VOLUME CHARGE~~		
~~RESIDENTIAL~~		
~~All meter sizes~~	~~Sept. – April*~~	~~$04.79/1,000 gallons for first 7,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~

	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons $17.14/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$04.79/1,000 gallons for first 7,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter
	May – Aug*	$04.79/1,000 gallons for first 10,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$04.79/1,000 gallons for first 7,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for the first 10,000 gallons $17.14/1,000 gallons thereafter
1" meter	Sept. – April*	$04.79/1,000 gallons for the first 14,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 20,000 gallons $17.14/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$04.79/1,000 gallons for first 28,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 40,000 gallons $17.14/1,000 gallons thereafter
2" meter	Sept. – April*	$04.79/1,000 gallons for first 56,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 80,000 gallons $17.14/1,000 gallons thereafter
3" meter	Sept. – April*	$04.79/1,000 gallons for first 112,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 160,000 gallons $17.14/1,000 gallons thereafter
4" meter	Sept. – April*	$04.79/1,000 gallons for first 203,000 gallons $17.14/1,000 gallons thereafter
	May –	$04.43/1,000 gallons for first 290,000 gallons

	~~Aug*~~	~~$17.14/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 448,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 640,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	$04.79/1,000 gallons for first 798,000 gallons $17.14/1,000 gallons thereafter
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 1,140,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~]

[~~(*utility billing date)~~]

Monthly Water Usage Charge for Residential Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$5.50	$5.70	$6.00	$6.20
Teir 2	$8.30	$8.60	$8.90	$9.30
Tier 3	$23.50	$24.40	$25.40	$26.40

Monthly Volume Rates for Multi-Family and Commercial Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$6.60	$6.80	$7.10	$7.40
Teir 2	$23.50	$24.40	$25.40	$26.40

Water Tier Sizes Effective January 1, 2027 (gallons per month)			
Meter Type and Size	**Tier 1**	**Tier 2**	**Tier 3**
Residential Meters	<= 4000	> 4000 to 7000	> 7000
Multi-Family and Commercial Meters	Same as Multi-Family and Commercial Meter Tiers		None

[~~RATE SCHEDULE 1C~~

~~Effective 1, 2011 through December 31, 2011~~]

[~~RESIDENTIAL, MULTI FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$15.73~~
~~1"~~	~~$31.46~~
~~1½"~~	~~$62.93~~
~~2"~~	~~$125.87~~
~~3"~~	~~$251.73~~
~~4"~~	~~$456.25~~
~~6"~~	~~$1,006.89~~
~~8"~~	~~$1,793.52~~]

[~~MONTHLY VOLUME CHARGE~~
~~RESIDENTIAL~~

All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $18.55/1,000 gallons thereafter
MULTI-FAMILY		
All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for the first 10,000 gallons $18.55/1,000 gallons thereafter
1" meter	Sept. – April*	$05.18/1,000 gallons for the first 14,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 20,000 gallons $18.55/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.18/1,000 gallons for first 28,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 40,000 gallons $18.55/1,000 gallons thereafter
2" meter	Sept. – April*	$05.18/1,000 gallons for first 56,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 80,000 gallons $18.55/1,000 gallons thereafter
3" meter	Sept. – April*	$05.18/1,000 gallons for first 112,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 160,000 gallons $18.55/1,000 gallons thereafter
4" meter	Sept. –	$05.18/1,000 gallons for first 203,000 gallons

	~~April*~~	~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 290,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$05.18/1,000 gallons for first 448,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 640,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$05.18/1,000 gallons for first 798,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 1,140,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~]

~~[RATE SCHEDULE 1D~~

~~Effective January 1, 2012 through December 31, 2012]~~

~~[RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$17.02~~
~~1"~~	~~$34.04~~
~~1½"~~	~~$68.09~~
~~2"~~	~~$136.19~~
~~3"~~	~~$272.37~~
~~4"~~	~~$493.66~~
~~6"~~	~~$1,089.45~~
~~8"~~	~~$1,940.59~~]

~~[MONTHLY VOLUME CHARGE~~
~~RESIDENTIAL~~

All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $20.07/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.60/1,000 gallons for first 10,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for the first 10,000 gallons $20.07/1,000 gallons thereafter
1" meter	Sept. – April*	$05.60/1,000 gallons for the first 14,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 20,000 gallons $20.07/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.60/1,000 gallons for first 28,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 40,000 gallons $20.07/1,000 gallons thereafter
2" meter	Sept. – April*	$05.60/1,000 gallons for first 56,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 80,000 gallons $20.07/1,000 gallons thereafter
3" meter	Sept. – April*	$05.60/1,000 gallons for first 112,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 160,000 gallons $20.07/1,000 gallons thereafter
4" meter	Sept. –	$05.60/1,000 gallons for first 203,000 gallons

	~~April*~~	~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 290,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$05.60/1,000 gallons for first 448,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 640,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$05.60/1,000 gallons for first 798,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 1,140,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~]

[~~*(utility billing date)~~]

[~~RATE SCHEDULE 1E~~

~~Effective January 1, 2013~~]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$18.42~~
~~1"~~	~~$36.83~~
~~1½"~~	~~$73.67~~
~~2"~~	~~$147.36~~
~~3"~~	~~$294.70~~
~~4"~~	~~$534.14~~
~~6"~~	~~$1,178.78~~
~~8"~~	~~$2,099.72~~]

[~~MONTHLY VOLUME CHARGE~~

RESIDENTIAL		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons $21.72/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for the first 10,000 gallons $21.72/1,000 gallons thereafter
1" meter	Sept. – April*	$06.06/1,000 gallons for the first 14,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 20,000 gallons $21.72/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$06.06/1,000 gallons for first 28,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 40,000 gallons $21.72/1,000 gallons thereafter
2" meter	Sept. – April*	$06.06/1,000 gallons for first 56,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 80,000 gallons $21.72/1,000 gallons thereafter
3" meter	Sept. – April*	$06.06/1,000 gallons for first 112,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 160,000 gallons $21.72/1,000 gallons thereafter

~~4" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 203,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 290,000 gallons $21.72/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 448,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 640,000 gallons $21.72/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 798,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 1,140,000 gallons $21.72/1,000 gallons thereafter~~]

[~~*(utility billing date)~~]

APPLICABILITY: The water rate schedules effective February 1, 2026, reflect an increase of [~~8.20~~]4% per year. [~~Any federal or state funds that are received for water projects covered in the water division's 10-year plan adopted by Resolution No. 2009-17 shall be used solely for reducing the rate increases that are planned for the four years subsequent to adoption of Ordinance No. 2009-2. None of these funds shall be used for plan expansion.~~] The applicable rate shall be based upon the character of service as set forth in Rule 3 of Exhibit A, Chapter 25 SFCC 1987. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

FIRE PROTECTION CHARGE: If the customer has a fire service line or lines for standby fire protection, the appropriate rate as provided in Rate Schedule 6, Fire Service Line, shall also be charged.

IRRIGATION METER: If the customer has an additional meter installed primarily for irrigation or other outdoor uses such as, but not limited to, pool or spa filling or vehicle washing, the same commodity and system charge as set forth above shall apply.

SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

MINIMUM CHARGE: The minimum charge under this Schedule shall be the monthly service charge.

~~[REVIEW: Upon adoption of Ordinance No. 2009-2, the water division shall immediately begin a rate structure review. As part of this review, a recommendation shall be produced regarding a third tier for excessive use of water for Rate Schedule 1, an expansion of the poverty exemption set forth in 15-1.3 SFCC 1987 for low/fixed income customers, and an increase in the utility expansion charge set forth in Rate Schedule 8. The review and recommendation shall be completed as soon as possible in order to be in place for the May 2009 billing date.]~~

USE OF SERVICE: Service shall not be resold or shared with others.

ADDITIONS AND EXTENSIONS: Additions or extensions under this Schedule shall be subject to the availability of existing water lines of adequate capacity to provide the service requested. The City shall not be required for purposes of supplying service hereunder to increase the capacity of its mains or to make any extensions thereto. Subject to the foregoing provisions, additional points of delivery may be requested, and the City, upon receipt of such requisition, shall furnish the water service in accordance with the rates contained in this Schedule.

OTHER CONDITIONS: Other conditions pertaining to application of service, water taps, disconnection and reconnection of service, responsibility for payment of bills, and other conditions

are provided for in the City's Rules and Regulations, available at its Water Services Division's office.

SERVICE APPLICATION: All applications for services for one inch (1") and larger meters shall be covered by written agreement on the City's standard application form.

~~**[CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 1A***~~

~~**RESERVED**~~

~~*Former Rate Schedule 1A, Multi-Family Residential Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 40. Former Rate Schedule 1A shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 2***~~

~~**RESERVED**~~

~~*Former Rate Schedule 2, Small Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 41. Former Rate Schedule 2 shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 3***~~

~~**RESERVED**~~

~~*Former Rate Schedule 3, Large Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 42. Former Rate Schedule 3 shall remain in effect until January 1, 2007.~~

~~CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT~~

~~WATER SERVICES DIVISION~~

~~RATE SCHEDULE 4*~~

~~RESERVED~~

~~*Former Rate Schedule 4, Special Charges, previously codified herein, was repealed by Ordinance No. 2006-53, § 43. Former Rate Schedule 4 shall remain in effect until January 1, 2007.~~]

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~5~~]3

PRIVATE FIRE HYDRANT SERVICE

APPLICABILITY: This rate applies to owners of private fire hydrants used for fire protection only. This Schedule is not applicable to resale, breakdown, or standby service.

AVAILABILITY: Available only to installation existing and in service under this Schedule on or before June 30, 1969.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATES: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each private fire hydrant, [~~$54.52 per year~~] annual fees as shown below, payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
Through 1/31/2026	$54.52	per year
2/1/2026	$57	per year
1/1/2027	$59	per year
1/1/2028	$61	per year
1/1/2029	$64	per year

1/1/2030	$66	per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~6~~]4

FIRE SERVICE LINE

APPLICABILITY: This Fire Service Line rate applies to those individual customers who have a fire service line. This Schedule is not applicable to resale or breakdown service. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire service lines shall be the sum of A and B:

A.

[~~Fire Service Line~~	~~Monthly Charge~~
~~3”~~	~~$21.19~~
~~4”~~	~~34.68~~
~~6”~~	~~68.39~~
~~8”~~	~~108.84~~
~~10”~~	~~159.89~~
~~NOTE: Fire service lines will be billed on per customer basis.~~]	

Monthly Fire Service Charge

Fire Service Line Meter Size \ Effective Date	Through 1/31/2026	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3"	$21.19	$22	$23	$24	$25	$26
4"	34.68	$36	$38	$39	$41	$42
6"	68.39	$71	$74	$77	$80	$83
8"	108.84	$113	$118	$122	$127	$132
10"	159.89	$166	$173	$180	$187	$195

NOTE: Fire service lines will be billed on a per customer basis.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right

or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~7~~]5

BASE METER SERVICE INSTALLATION CHARGES

APPLICABILITY: This Base Meter rate is applicable to all 3/4-inch, 1-inch, 1 1/2-inch, and 2-inch services installed by the City in dirt, gravel, and paved streets. This Schedule is not applicable to the installation of services larger than 2-inches, nor to services installed in subdivisions. Larger services and subdivision services will be installed under special contract provisions.

Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for Base Meter Service Installation Charges shall be the sum of A, B, and C:

A. SERVICE INSTALLATION LABOR AND MATERIAL CHARGES:

Service installations require a three person crew which includes a lead operator, an entry operator, and an equipment (backhoe) operator for approximately 6 hours for dirt or gravel

installations without curb, gutter, or sidewalk, and approximately 8 hours for installations in roads that are paved or have concrete curbs, gutters, and sidewalks. Estimated fully loaded labor rates (cost to City including benefits) and the resulting meter installation labor fee are shown in the table below for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

~~[Service~~	~~Dirt or Gravel~~	~~Paved~~	
~~¾ inch~~	~~$554.75~~	~~$1,026.83~~	
~~1 inch~~	~~$592.23~~	~~$1,064.31~~	
~~Service~~	~~Dirt W/Main Back of Curb~~	~~Gravel~~	~~Paved~~
~~1½ inch~~	~~$1,276.80~~	~~$1,372.43~~	~~$1,876.31~~
~~Service~~	~~Street W/Mains Back of Curb~~	~~Gravel~~	~~Paved~~
~~2 inch~~	~~$1,447.24~~	~~$1,542.87~~	~~$2,046.74~~]

	Fully Loaded Labor Rates Used For Meter Installation Calculations			
Laborer\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
Lead Operator Hourly	$ 65	$ 68	$ 71	$ 75
Entry Operator Hourly	$ 31	$ 33	$ 35	$ 37
Equipment Operator Hourly	$ 44	$ 46	$ 48	$ 50
Crew Total Hourly	$ 140	$ 147	$ 154	$ 162
6 hour Labor Cost (Dirt and Gravel)	$ 840	$ 882	$ 924	$ 972
8 hour Labor Cost (Paved and/or Sidewalk)	$ 1,120	$ 1,176	$ 1,232	$ 1,296

Materials required for installation may include but are not limited to a saddle, pipe, fittings, meter can, check valve, and meter yoke. The following table shows parts costs used to calculate installation charges for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

	Material Costs for New Meter Service (not including meter cost)			
Service Size\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
5/8 and ¾-inch	$ 1,640	$ 1,720	$ 1,810	$ 1,900
1"	$ 2,460	$ 2,580	$ 2,710	$ 2,850
1 1/2"	$ 3,480	$ 3,650	$ 3,830	$ 4,030
2"	$ 6,290	$ 6,610	$ 6,940	$ 7,280

The meter cost is added to the labor and material costs in development of the total service installation labor and materials charges.

B. CHARGES FOR RESTORATION OF STREET OR ROAD SURFACE: The customer shall be assessed any cost related to the excavation or the restoration of street and road surfaces, curbs and gutters and sidewalks, including governmental permits, as may be required in compliance with applicable state or local government statutes, ordinances or regulations.

C. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and

levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~8~~]6

UTILITY EXPANSION CHARGE

APPLICABILITY: This Utility Expansion Charge is applicable to all new customers for connection with the City's system. Installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record shall not be considered a new customer subject to application of the Utility Expansion Charge. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the City of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the City of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the City of Santa Fe.

UTILITY EXPANSION CHARGE (UEC): The rate for the UEC shall be the sum of A and B.

A. CHARGE:

1. The Charge for a ⅝" meter service is [~~$2,013.00.~~] as follows:

	UEC for 5/8" meter					
Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
UEC	$ 2,013	$ 2,516	$ 2,617	$ 2,722	$ 2,830	$ 2,944

2. The Charge for a ⅝" meter service for the following is $[~~800.00~~]1,000.

a. Santa Fe Homes Program for-sale or for-rent units as defined in Section 26-1 SFCC 1987;

b. Housing opportunity program home or housing opportunity program rental unit subject to a valid housing opportunity program agreement; or

c. A low priced dwelling unit as defined in Section 26-2 SFCC 1987.

3. The Charge for each meter service size shall be determined by multiplying the Charge for a ⅝" meter service by the applicable equivalent meter EQM Factor.

4. The other meter service sizes are [~~as follows~~] calculated by multiplying the applicable charge for a **⅝**" meter by the EQM Factor shown in the following table:

Meter Service	EQM Factor	[~~UEC~~
¾"	1.5	~~$3,019.00~~
1"	2.5	~~5,032.00~~
1½"	5[~~.0~~]	~~10,065.00~~
2"	8[~~.0~~]	~~16,104.00~~
3"	15[~~.6~~]	~~31,402.00~~
4”	25[~~.0~~]	~~50,325.00~~
6”	50[~~.0~~]	~~100,650.00~~
8”	80[~~.0~~]	~~161,040.00~~]

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

C. VARIANCE: In the event a developer makes an advance payment for project costs, which payment covers all costs pertaining to the project in question which are included in the UEC calculation, he/she shall upon application to the governing body of the city of Santa Fe be entitled to a variance excusing him/her from payment of the UEC. A qualifying project within the Midtown LINC Overlay District, as defined in Subsection 14-5.5(D)(4)(b) SFCC 1987, is exempt from payment of the UEC.

TERMS OF PAYMENT: The UEC is due when notice is provided to the Customer prior to installation of the service line.

SERVICE APPLICATION: The UEC shall apply to new services, not including the installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record, located anywhere within the water service area approved by the City.

(Ord. No. 2016-39 § 11)

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~9~~]7

MUNICIPAL FIRE HYDRANT SERVICE

APPLICABILITY: Hydrants for the city of Santa Fe for fire protection, street cleaning, and sewer flushing. This Schedule is not applicable to resale, breakdown, or standby service. Service will be furnished in accordance with the City's Rules and Regulations covering water service available at the City's offices which Rules or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each municipal fire hydrant installed[~~– $46.72 per annum~~] annual fees as shown below payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
	$46.72	per hydrant per year
2/1/2026	$49	per hydrant per year
1/1/2027	$51	per hydrant per year
1/1/2028	$53	per hydrant per year
1/1/2029	$55	per hydrant per year
1/1/2030	$57	per hydrant per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the Utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rate set forth above is net and payable from date of bill.

AVAILABILITY: Available to the City of Santa Fe, New Mexico for all hydrant service. Available under this Schedule are the following types of hydrants:

a. Standard 4-inch inlet 2-nozzle hydrants.

b. Standard 6-inch inlet with two 2½-inch hose nozzles and one standard 4½-inch pumper nozzle.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~10~~]8

CONSERVATION PROGRAM CHARGE

APPLICABILITY: In addition to the charges set forth elsewhere in Exhibit B of Chapter XXV SFCC 1987, all customers, except those that qualify for the poverty exemption set forth in subsection 15-1.3 SFCC 1987, shall pay a once per year conservation program charge. The charge shall be included in the customers' April water bill. Multi-family service customers shall be billed on a quarterly basis. The revenue collected shall be specifically set aside to fund water conservation programs of the city.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The charge for the conservation program shall be the following:

[~~SINGLE FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$4.00~~
~~¾"~~	~~$4.00~~
~~1"~~	~~$6.00~~
~~1.5"~~	~~$9.00~~
~~2"~~	~~$9.00~~
~~MULTI FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$8.00~~
~~¾"~~	~~$15.00~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$50.00~~

~~2”~~	~~$105.00~~
~~3”~~	~~$150.00~~
~~4”~~	~~$305.00~~
~~6”~~	~~$525.00~~
~~8”~~	~~$750.00~~
~~COMMERCIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$5.00~~
~~¾"~~	~~$12.50~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$32.00~~
~~2"~~	~~$65.00~~
~~3"~~	~~$110.00~~
~~4"~~	~~$200.00~~
~~6"~~	~~$285.00~~
~~8"~~	~~$350.00~~]

Conservation Fee by Meter Type and Date						
SINGLE FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
¾"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
1"	$6	$6.20	$6.50	$6.70	$7.00	$7.30

1.5"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
2"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
MULTI-FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$8	$8.30	$8.70	$9.00	$9.40	$9.70
¾"	$15	$15.60	$16.20	$16.90	$17.50	$18.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$50	$52.00	$54.10	$56.20	$58.50	$60.80
2"	$105	$109.20	$113.60	$118.10	$122.80	$127.70
3"	$150	$156.00	$162.20	$168.70	$175.50	$182.50
4"	$305	$317.20	$329.90	$343.10	$356.80	$371.10
6"	$525	$546.00	$567.80	$590.60	$614.20	$638.70
8"	$750	$780.00	$811.20	$843.60	$877.40	$912.50
COMMERCIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$5	$5.20	$5.40	$5.60	$5.80	$6.10
¾"	$12.50	$13.00	$13.50	$14.10	$14.60	$15.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$32	$33.30	$34.60	$36.00	$37.40	$38.90
2"	$65	$67.60	$70.30	$73.10	$76.00	$79.10
3"	$110	$114.40	$119.00	$123.70	$128.70	$133.80
4"	$200	$208.00	$216.30	$225.00	$234.00	$243.30

6"	$285	$296.40	$308.30	$320.60	$333.40	$346.70
8"	$350	$364.00	$378.60	$393.70	$409.50	$425.80

TERMS OF PAYMENT: The charge set forth above is payable within twenty (20) days from date of bill.

REVIEW OF FEE. The governing body shall review the conservation fee every two (2) years after the date of adoption.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~11~~]9

POTABLE WATER FILL STATION

APPLICABILITY: Water dispensed from the city's potable water fill station.

POTABLE WATER FILL STATION RATE:

A. CHARGES:

1. Base Rate: [~~$2.05 per 500 gallons or portion thereof~~] same as Tier 1 Commercial Usage Rate, charged per gallon

2. Surcharges

a. Water conservation surcharge (as an overlay onto the base rate) shall apply to water dispensed May 1 through October 31 [~~$0.50 per 500 gallons or portion thereof~~] with a 25% surcharge to base rate.

b. During Water Emergency Management Stages 2 or 3, surcharges (as an overlay onto the base rate) [~~$1.00 per 500 gallons or portion thereof~~] are a 50% surcharge to base rate.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: The above charges shall be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax

Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

OTHER CONDITIONS:

A. Upon the water division's approval of an application, the following may purchase water from the city's potable water fill station:

1. A customer of the city's water, sewer or refuse utilities; or

2. A person living within the city limits.

B. Payment is due at the time the application for water is approved by the water division, prior to dispensing.

C. The amount shall not exceed 5,000 gallons per purchase, not to exceed 20,000 gallons per month per purchaser.

D. There is no restriction on where the water may be used; however, the water shall be subject to the same use restrictions as all other city water set forth in this chapter including, but not limited to, conservation, water waste and emergency water regulations. Violations shall be subject to the same enforcement as other violations of this chapter.

E. The purchaser or their representative shall have, in their possession at the time and place of use of the water, the receipt from the city for the water.

F. During Water Emergency Management Stage 4, water shall not be dispensed at the potable water fill station.

G. The above conditions may be waived by the water division director, or [~~his or her~~] their designee, if it is determined that an emergency exists and that the water is necessary for the public's health, safety and welfare.

H. The city reserves the right to prohibit or limit the sale of water at the potable water fill station as it may deem necessary to protect the city's water supply and comply with the intent of the provisions of this chapter.

~~**[CITY OF SANTA FE**~~

~~**EMERGENCY WATER REGULATIONS**~~

~~**"WATER WARNING - ORANGE"**~~

~~**IMPLEMENTATION STAGE]**~~

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 24, 2025 16:21:16 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10718.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Water Utility Rate Update

Sponsor(s): Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jame Cassutt

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Jesse Roach, Interim Public Utilities Director **Date:** September 25, 2025

Phone: (505) 955- 4309

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 24, 2025 16:21:16 MDT) **Date:** 10/24/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
If this bill is adopted, the rates for water utilities would increase 4% each year for five years, beginning February 1, 2026. The rate *structure* for residential water users would also change on January 1, 2027.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the water rates will remain unchanged, and the ability of the water utility to provide a safe, reliable, and resilient water supply to meet the needs of Santa Fe will, in the long term, be severely compromised.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Implementing the Bill will require updates to utility billing software.

Fiscal Implications:
This rate increase is designed to generate revenue to support City of Santa Fe Water's operations budget and increased capital spending to update aging infrastructure and design and build a large project to increase water supply.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$0.7M	$2.14M	$3.65M	R	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Revenues for FY 2026-2028 from financial model projections with 4% rate increase. For FY26, the rate increase is effective for less than ½ of the fiscal year.

Signature:

Email: jdroach@santafenm.gov

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.

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: 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.

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

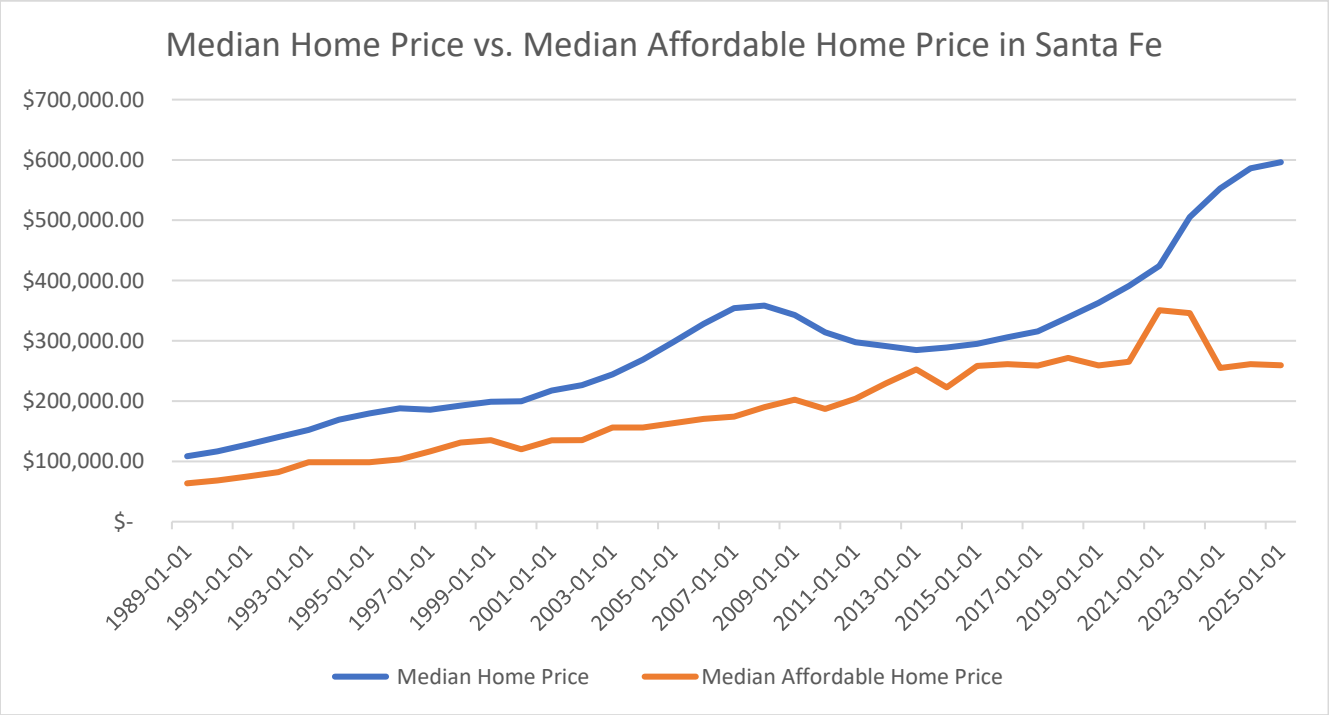
The median household income in Santa Fe was $78,366 in 2023, which, when adjusted for national wage growth, equates to $83,567 in 2025.

- 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.

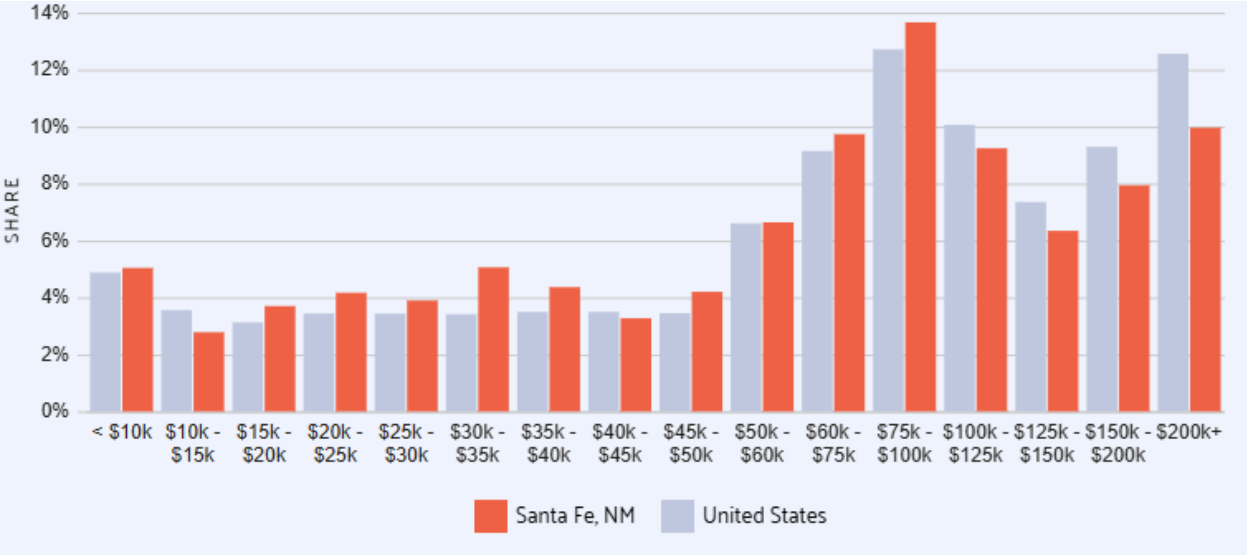
Fiscal Sustainability and Equity

- *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.

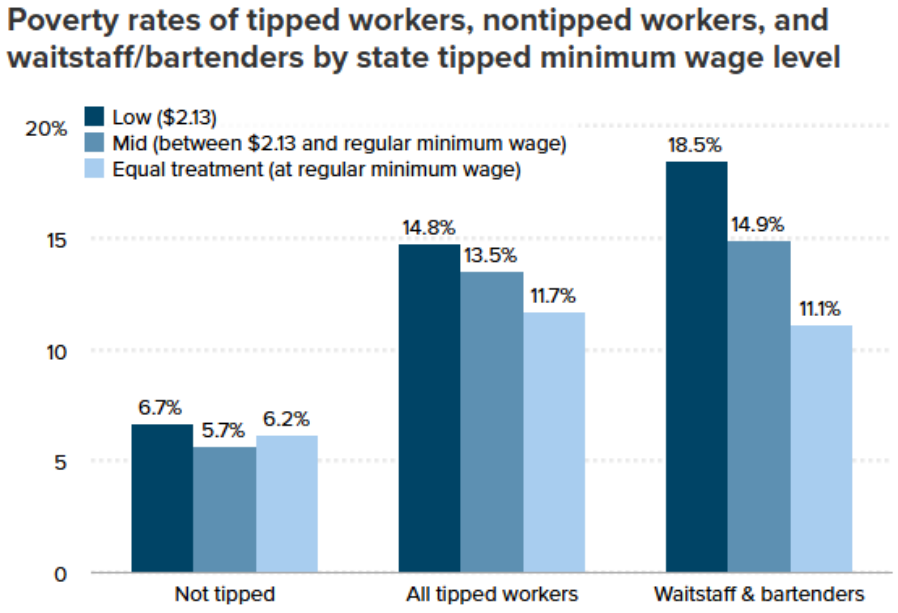
- *Pros to a Tiered System:* Tiered systems acknowledge that small, thin-margin firms often face greater difficulty absorbing cost increases, allowing them more time to adapt. Introducing differential thresholds can ease opposition from business groups, smoothing passage of legislation and helping to 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

Prepared by: Erebor, LLC
Dr. Reilly S. White
Francis Nichol

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.

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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.

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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.

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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;

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[~~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, 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 G – MAGENTA – Councilors L. Garcia and Pilar 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:

28-1.1 Short title.

This section may be cited as the "Living Wage Ordinance".

underscored material = new [~~bracketed material~~] = delete

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 newly hired employees, who, beginning from the employee's start-date, may receive the minimum wage described in Paragraph B for up to ninety days. 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,

Lee Garcia (Oct 27, 2025 10:35:29 MDT)

Lee Garcia, Councilor

Respectfully submitted,

Pilar Faulkner (Oct 27, 2025 11:54:30 MDT)

Pilar Faulkner,Councilor

Amendment approved as to Form:

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:

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 H – ORANGE – Councilor Jamie Cassutt, Councilor Pilar 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:

[~~bracketed material~~] = delete
underscored material = new

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~~] <u>their</u> 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~~]

A. 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.

B. Beginning no later than January 1, 2026, and dependent on available funding, the office of economic development will create and implement targeted campaigns promoting the availability of the small business navigator program as a resource for small businesses as they prepare to meet the requirements of the living wage. This program shall include the following elements:

(1) workforce development support; and

(2) business development assistance such as marketing, business planning, and financial planning.

C. The office of economic development may offer additional support and education, as determined by the director of the office of economic development, dependent on available resources

D. The office of economic development shall report program utilization and outcomes to the mayor and governing body for consideration as part of the preparation of the 2027 fiscal year budget and shall also provide an update on program utilization and outcomes to the governing body at the end of the 2026 calendar year.

Respectfully submitted,

Jamie Cassutt
Jamie Cassutt (Oct 27, 2025 16:50:14 MDT)

Jamie Cassutt, Councilor

Respectfully submitted,

_____

Pilar Faulkner, Councilor

Amendment approved as to Form:

Marcos Martinez
Marcos Martinez (Oct 27, 2025 16:30:10 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

ANDRÉA SALAZAR, City Clerk

Legislation/Amendment H/Bill/2025/Living Wage

10707.0 Amendment H

City of Santa Fe, New Mexico
Memorandum

DATE: **10/21/2025**

TO: **Mayor Alan M. Webber**
Andrea Salazar, City Clerk

VIA: **Henri Hammond Paul, Community Health and Safety Department Director**

FROM: **Maria Sanchez-Tucker, Community Services Director**

ITEM AND ISSUE:
Request for approval to appoint members to the Mayor's Youth Advisory Board

SUMMARY:

The governing body adopted Resolution No. 2001-23, creating the Mayor's Youth Advisory Board to provide input, suggestions or recommendations to the Governing Body of the city of Santa Fe pertaining to matters affecting youth in the community; and the board is dedicated to addressing issues pertaining to or affecting youth.

Board Members would like to recommend the reappointment of Jack Elling who is currently serving as the Co-Chair of MYAB to serve an additional term. In addition to the one reappointment, the Board would like to recommend the following for appointment to the council: Helen Marlow and Nadia Yazdani Declerk to fill the positions of unexpired terms for Alette Hahn Hansen and Landen Kessler whose terms expire 12/2026.

Upon review of the applications and interviews with each candidate, the Board feels that the interests, qualifications and expertise of the candidates would benefit the City's youth as members of the City of Santa Fe Mayor's Youth Advisory Board.

ACTION REQUESTED:

On behalf of the City of Santa Fe Mayor's Youth Advisory Board, we respectfully request appointment of these recommended applicants to the Board.

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

***INSTRUCTIONS**: Please complete this form in its entirety. Be sure to include the full title of the Board, Commission or Committee for which you desire consideration. Note the additional requirements listed at the bottom of the second page.*

(For Official Use Only)

***Please note that this application is a public record subject to disclosure.** This application will be active for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.*

Marlow	Helen
Last Name	*First Name*

Mayor's Youth Advisory Board — *Name of Board, Committee, or Commission to Which You are Applying for Membership*

Santa Fe County — *District You Live In*

Yes, I am between the ages of 13-21.

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? Yes

I do have school on weekdays, but I assume other members of the board will as well, and I trust that meetings and activities will be scheduled with that in mind.

Please list any time restrictions

What are your principal areas of interest in City Government?

My principal areas of interest in City Government include youth engagement and Santa Fe's role in global issues such as climate change, migration, and cultural diplomacy. I'm passionate about international affairs and plan to study it in college, and I believe that effective global leadership starts with understanding and improving local communities. Being part of the Mayor's Youth Advisory Board would help me develop leadership and communication skills while learning how city-level decisions connect to the broader challenges we face in an interconnected world.

List all City Boards, Commissions or Committees of which you are a current member.

Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.
Not a current member _☐_

Committee/Organization Name	*Dates Served*
Historic Santa Fe Foundation	Jun 2
Santa Fe Prep student leadership	Fall 2022

What experience or special knowledge can you bring to your area(s) of interest?

I bring a unique combination of global awareness and personal discipline to my areas of interest. I've participated in Model UN for the past three years, where I've developed skills in negotiation, public speaking, and understanding international policy. These experiences have helped me think critically about how local issues connect to global challenges. I've also attended multiple ballet intensives in Austin and Chicago, which have taught me dedication, time management, and how to work collaboratively in high-pressure environments, as well as broadening my global understanding, as I met many people who come from diverse backgrounds. These experiences have shaped me into a focused, thoughtful, and creative leader, eager to contribute to meaningful conversations in Santa Fe.

Please list community organizations to which you belong:

Santa Fe Preparatory School

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Helen Marlow	6/4/2025
Applicant's Signature	*Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Marlow	Helen
Last Name	*First Name*
Mayor's Youth Advisory Board	*Santa Fe County*
Name of Board, Committee, or Commission to Which You are Applying for Membership	*District You Live In*
Yes, I am a resident of Santa Fe County.	
Resident of Santa Fe:	

[redacted]

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

***INSTRUCTIONS**: Please complete this form in its entirety. Be sure to include the full title of the Board, Commission or Committee for which you desire consideration. Note the additional requirements listed at the bottom of the second page.*

(For Official Use Only)

***Please note that this application is a public record subject to disclosure.** This application will be active for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.*

Yazdani Declerck — *Last Name*

Nadia — *First Name*

Mayor's Youth Advisory Board — *Name of Board, Committee, or Commission to Which You are Applying for Membership*

District 3 — *District You Live In*

Yes, I am between the ages of 13-21.

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? Yes

School day 9-4pm and sports seasons have practice times that are often from 5-7 (a few days a week)

Please list any time restrictions

What are your principal areas of interest in City Government?

Policy and community planning

List all City Boards, Commissions or Committees of which you are a current member.

Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.

Not a current member _☒_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

I bring experience in grassroots community building, youth mentorship and student leadership. As a children's class teacher and junior youth animator, as a member of the Baha'i community, i've worked to create spaces where young people feel empowered to reflect, consult, and serve their communities. On my schools student council, I've learned how to listen and advocate effectively, and during my time as a lacrosse team captain, I've developed strong skills in collaboration and responsibility. These roles have taught me the value of inclusive leadership and the importance of bringing diverse voices- especially youth- into decision making spaces.

Please list community organizations to which you belong:

The Bahai's Faith community, The Muslim Community, Santa Fe Youth Lacrosse

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Nadia Yazdani Declerck	6/16/2025
Applicant's Signature	*Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Yazdani Declerck	Nadia
Last Name	*First Name*
Mayor's Youth Advisory Board	*District 3*
Name of Board, Committee, or Commission to Which You are Applying for Membership	*District You Live In*
Yes, I am a resident of Santa Fe County.	
Resident of Santa Fe:	

[redacted]

City of Santa Fe Memorandum

To: Mayor and Members of the Governing Body

From: Elizabeth Camacho, Economic Development & Communications Administrator

CC: Henri Hammond Paul, Community Health & Safety Director, Elisa Montoya, Community Development Director, Kristen Woods, Youth & Family Service Program Manager

Date: October 31, 2025

Re: Appointment Recommendation for Immigration Committee

Background

At the request of the Chair of the Immigration Committee, Ivan Cornejo,I am forwarding the nomination of Dr. Laura López Jauregui to serve on the City of Santa Fe Immigration Committee, filling the vacant seat previously held by Marisol Suárez, who recently resigned.

This seat is designated for La Familia Medical Center, a critical partner in providing bilingual and culturally responsive health care to immigrant and low-income residents in Santa Fe. The organization has nominated Dr. López Jauregui as their representative.

About the Nominee

Dr. Laura López Jauregui is a bilingual public health dentist and immigrant from Teocaltiche, Jalisco, México. She currently serves immigrant families as a provider at La Familia Health.

- Her personal and professional journey includes:
- Earning her Doctor of Dental Medicine from Universidad Autónoma de Aguascalientes and specialty training in Orthodontics from Universidad Autónoma de Guadalajara
- Relocating to the U.S. in 2015 and earning a U.S. dental degree at Tufts University School of Dental Medicine
- Practicing in both California and New Mexico, with a focus on immigrant community

- Participating in education and mentorship roles, including work with Santa Fe Community College and NYU Langone Dental AEGD residency faculty

Dr. López Jauregui's personal experience as a newcomer and her current public health service make her uniquely qualified to advocate for immigrant equity and well-being in Santa Fe.

Committee Status

With Marisol Suárez's resignation, the Committee currently consists of 9 members, which lowers the quorum requirement to 5 members. Dr. López Jauregui has been invited to attend upcoming meetings as a guest while this nomination is being processed.

Attachments

- Letter of Intent from Dr. Laura López Jauregui
- Résumé

Sincerely,
Elizabeth X. Camacho
Economic Development & Communication Administrator

LAURA
LÓPEZ JAUREGUI

DMD

LETTER OF INTENT...

City of Santa Fe – Dear Members of the Immigration Committee,

My name is Laura Lopez Jauregui, and I am writing to express my sincere interest in serving as a volunteer member of the Immigration Committee for the City of Santa Fe. As a 38-year-old Latina woman, an immigrant from Teocaltiche, Jalisco, México, and a proud resident of Santa Fe, I am deeply committed to advocating for and supporting our immigrant community.

My journey to this point has been shaped by resilience, sacrifice, and gratitude. I earned my Doctor of Dental Medicine degree from the Universidad Autónoma de Aguascalientes in 2011, followed by a degree in Orthodontics from the Universidad Autónoma de Guadalajara in 2014. It was during that time that I met my husband, a Santa Fe native and Family Medicine doctor. We married in 2015 and moved to the United States shortly thereafter.
Relocating to a new country meant leaving behind not just my homeland, family, and friends, but also the professional career I had worked so hard to build. Without a work permit for the first six months and unable to practice dentistry in the U.S., I was faced with a difficult transition. However, I chose to embrace the journey rather than be discouraged by it.

In 2017, I was given the opportunity to work as a dental assistant at La Familia Health here in Santa Fe, where I began to reconnect with my passion and purpose. With the support of incredible mentors, I was accepted into Tufts University School of Dental Medicine in Boston as part of the International Student Class of 2020. During my time there, I was proud to be on the Dean's List, serve as a Teaching Assistant, and actively participate in student organizations that support underserved communities, including the Hispanic Dental Student Association and the Hispanic International Mission.

After a few years practicing in California, my family and I were grateful to return home to New Mexico in 2023. Today, I work in public health dentistry, continuing the mission of giving back to the community that welcomed and supported me. Each day, I have the privilege of serving a large immigrant population, many of whom face the same challenges I once did.

Serving on the Immigration Committee would be an honor. As an immigrant myself, I bring both personal insight and professional experience to the table. I understand the barriers that many in our community face—whether legal, economic, or emotional—and I am passionate about ensuring that immigrant voices are heard, respected, and represented in meaningful ways.

Santa Fe has given me the opportunity to rebuild my life and career, and I am ready to give back in a more active civic role. I would be deeply honored to serve on the Immigration Committee and to work alongside others who share the commitment to equity, dignity, and inclusion for all.

Thank you for considering my application. I welcome the opportunity to contribute my experiences, skills, and dedication to this important work.

Warm regards,
Laura Lopez Jauregui

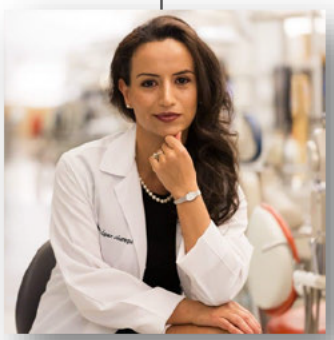


[redacted] | [redacted]

LAURA LÓPEZ JAUREGUI

DMD

I am so excited to continue my dental journey with you and become part of your amazing team



[redacted]

EDUCATION

DMD
TUFTS UNIVESITY
BOSTON, MA
2018-2020

ORTHODONTICS SPECIALTY
UAG
GUADALAJARA, MEXICO
2011-2014

DDS
UAA
AGUASCALIENTES, MEXICO
2005-2011

SKILLS

- Nitrous Oxide sedation certified
- CPR certified
- Dentrix and Axium dental software
- Fluent in Spanish
- Appliances to treat OSA

EXPERTISE

- PROSTHODONTICS
- OPERATIVE DENTISTRY
- PERIODONTICS
- ENDODONTICS
- EXODONTIA
- PEDIATRIC DENTISTRY
- ORTHODONTICS

PASSION FOR DENTISTRY

DOCTOR OF DENTAL MEDICINE

- Communication skills
- Diagnosis and treatment planning
- Patient Management
- Nitrous oxide sedation administration
- Teamwork skills with dentals assistants, doctors, and administrative staff
- Fluent in English and Spanish



LAURA LÓPEZ JAUREGUI

DMD

EXPERIENCE

ASSOCIATE DENTIST

Kingsburg Family Dental

:

- Comprehensive care
- Performed dental procedures including Emergencies, First time patient's exam evaluation, diagnosis and treatment planning, hygiene checkups, SCRP, direct and indirect restorations, fixed PFM, gold crowns, removable prostheses, root canal therapy, extractions.
- In this office 75% of my patients were kids.

Children's Choice

- Comprehensive care
- Performed all type of dental pediatric procedures including Emergencies.
- In this office 100% of my patients were kids.

- Dentistry on St. Michaels

435 Saint Michaels Dr. Suite B201, Santa Fe, NM87505. (505)-982-4887. Supporting the clinic while they found a provider to cover Mondays.

La Familia Dental Center.

- Comprehensive care
- Performed dental procedures including Emergencies, First time patient's exam evaluation, diagnosis and treatment planning, hygiene checkups, direct and indirect restorations, fixed PFM, gold crowns, CAD-CAM crowns, removable prostheses, root canal therapy, extractions, pediatric dentistry.
- NYU Langon dental medicine faculty - AEGD residents.
- Santa Fe Community College faculty -Dental Assistant program.

:

Time line

Graduation
May 2020

KINGSBURG FAMILY DENTAL

KINGSBURG, CA
-
September 2020
October 2021

Maternity leave

CHILDREN'S CHOICE

FRESNO, CA

February 2022
November 2022

Stop working to be a stay-at-home Mom

Dentistry on St. Michaels
Santa Fe, NM
January 2024
April, 2024.

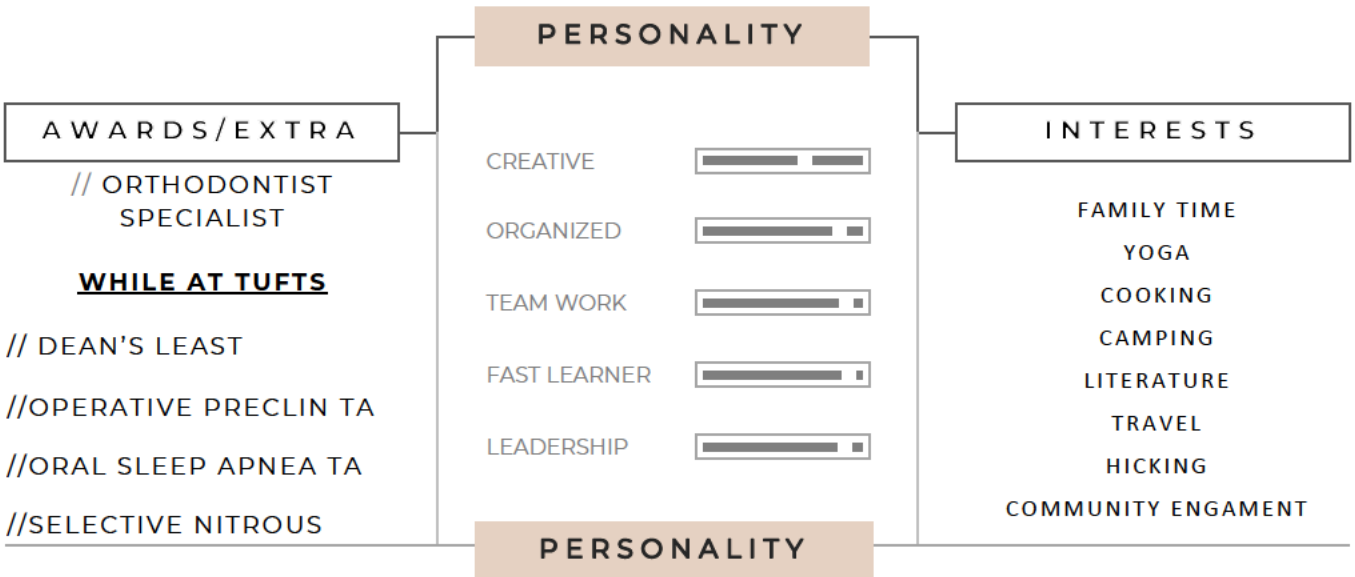
La Familia

SANTA FE, NM

September 2023
Current

LAURA LÓPEZ JAUREGUI

DMD



LAURA LÓPEZ JAUREGUI

DMD

VOLUNTEER EXPERIENCE

- 2025 Annual Conference and Health Care Provider Retreat. Albuquerque, New Mexico. June,2025
- Give Kids a Smile. A whole week of Oral Screening for 1st grade kids in the Santa Fe Public Schools. February 2024.
- Advanced Botox and Derlmal Filler certification. Houston, Texas 2024
- Basic Botox and Derlmal Filler certification. Las Vegas, Nevada 2023
- Invited Speaker at New Mexico Dental Hygienist Association NMDHA
  Albuquerque, NM. October 27th 2023
- Dr. Melina Martinez, DMD. July 2024 – December 2024
  2010 Botulph Rd. Santa Fe, NM, 87505. 505 983 1312
  I work supporting Dr Martinez in her office while she needed time off for health care treatments.
- RAM-USA- Las Vegas, NM March 11th - 12th 2023
  Provided dental care with Remote Area Medical (RAM) to underserved community. The treatment rendered included restorations and extractions.
- RAM-USA- Morristown, TN. April 5th - 8th 2019
  Provided dental care with Remote Area Medical (RAM) to underserved community. The treatment rendered included restorations and extractions.
- Give Kids a Smile March 22, 2019
  Provide free dental screening and care for underserved
  Boston community at Tufts University School of Dental medicine.

- Volunteer Faculty at Santa Fe Community College,
  Dental Department (Fall 2016) (Spring 2017)

- Volunteer work at Operation Smile, Mexico A.C. (2014 -2015)

REFERENCES

- Melissa Flynn, DDS.
  [redacted]

- Carlos Alberto Aponte, DDS.
  [redacted]

- Melina Martinez, DDS.
  [redacted]

City of Santa Fe, New Mexico
Memorandum

DATE: **October 23, 2025**

TO: **Mayor Alan M. Webber**
Andrea Salazar, City Clerk

VIA: **Henri Hammond-Paul, Community Health and Safety Director** HHP HENRI HAMMOND-PAUL
Lia Salaverry, Youth and Family Services Division Director LS LS

FROM: **Christa Hernandez, Youth & Family Services Program Manager** CH

ITEM AND ISSUE:
Request for Approval of the Appointment of Jeff Valdez and Camara Meri Rajabari to the Human Services Committee (Christa Hernandez, Youth and Family Services Program Manager, 505-955-6728; chernandez@santafenm.gov)

BACKGROUND AND SUMMARY:
The Human Services Committee was established by resolution 2012-3 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The committee is advisory, makes funding recommendations to the Governing Body, and is seeking to appoint Karen Baldwin and Katherine Courtney as members.

Membership is comprised of seven (7) members appointed by the Mayor with approval from the Governing Body. Considerations shall be made to ensure that the membership reflects a range of ages, lived experience and professional and community backgrounds.

Jeff Valdez is a Right of Way Operations Manager at the New Mexico Department of Transportation. He has over eight years of experience processing Medicaid applications, working with managed care organizations to administer Medicaid in New Mexico, and understands how vital access to transportation is for individuals in Santa Fe. Jeff is committed to supporting access to services for our most vulnerable populations and will bring a unique skillset and perspective to the Human Services Committee.

Camara Meri Rajabari is a licensed Marriage and Family Therapist currently serving individuals in California and New Mexico. She has over a decade of experience in culturally responsive mental health care and community program development, grounded in ancestral healing, social justice, and trauma recovery. Camara understands the limitations and potential of human services and will bring a wealth of knowledge, insight and experience to the Human Services Committee.

ACTION REQUESTED:
The Youth & Family Services Division respectfully requests the appointment of Jeff Valdez and Camara Meri Rajabari to the Human Services Committee.

Signature: Lia Salaverry
Lia Salaverry (Oct 24, 2025 11:39:37 MDT)

Email: lasalaverry@santafenm.gov

Signature:

Email: hmhammondpaul@santafenm.gov

CAMARA MERI RAJABARI

LICENSED MARRIAGE AND FAMILY THERAPIST

Dear Ms. Hernandez,

I am writing to express my interest in serving on the City of Santa Fe Human Services Committee. As a licensed Marriage and Family Therapist with active practices in both California and New Mexico, I bring over a decade of experience in culturally responsive mental health care and community program development, grounded in ancestral healing, social justice, and trauma recovery.

I have worked across systems, including Veterans Affairs, school districts, and local initiatives, to support underserved communities. I understand both the limitations and the potential of human services, and I am passionate about shaping funding and programming that uplifts wellness through equity, dignity, and cultural relevance.

Now based in Santa Fe, I am actively engaged in supporting mental health access for Black, Indigenous, and People of Color through private practice, community education, and expressive arts. I currently serve as an adjunct professor at Southwestern College, where I teach trauma-informed and transformational approaches to psychology. My work is also informed by my background in expressive arts therapy, EMDR, family constellations, and psychedelic-assisted psychotherapy modalities that reflect the holistic and integrative approaches many in our city need and seek.

The committee's commitment to equity and accessibility resonates deeply with my own. I believe that health and human services must reflect the lived realities and wisdom of the communities they serve. With experience reviewing grants, designing community programs, and providing technical consultation to organizations, I am confident in my ability to contribute meaningfully to funding decisions and program evaluations.

I would be honored to bring my perspective, professional background, and passion for healing justice to this role. Thank you for considering my application. I look forward to the possibility of contributing to this vital work in service of our Santa Fe community.

Warm regards,

Camara Meri Rajabari

Camara Meri Rajabari

CAMARA MERI RAJABARI

LICENSED MARRIAGE AND FAMILY THERAPIST

CONTACT

[redacted]
[redacted]
[redacted]
[redacted]

SKILLS

- Individual and Group Counseling
- Evidence-Based Interventions
- Trauma Specialist
- Arts-Based and Somatic-Based Interventions
- Psychedelic-Assisted Psychotherapy
- EMDR and Brainspotting

EDUCATION

Masters in Psychology

John F. Kennedy University

2019

Marriage & Family Therapy, Expressive Arts Emphasis

Bachelors of Arts in Ethnic Studies

San Francisco State University

1995

Black Studies and Social Science Emphasis

LICENSES

California #128309

New Mexico #CTB-2024-0035

PROFESSIONAL PROFILE

Arts-based, ancestral, psychedelic-assisted psychotherapist specializing in anxiety, depression and intergenerational trauma. Published author, university professor, and mental health advocate. Extensive experience working in behavioral health care settings. Highly skilled LMFT with a passionate interest in mental health utilizing innovative, evidence-based approaches to psychotherapy.

WORK EXPERIENCE

LMFT Private Practice

2022-Present

The Ancestral Psychotherapist, California and New Mexico

- Specializes in anxiety, depression, and intergenerational trauma.
- Supports Black, Indigenous, and People of Color communities with social justice and culturally sensitive psychotherapy.
- Provides sliding-scale group psychotherapy in communities of color.
- Trained in MDMA and Ketamine-Assisted Psychotherapy for complex trauma
- Clinical Trainer in arts-based interventions for trauma
  Fred Finch Youth Center, 2022-present
  Oakland Unified School District, 2022-present
  Somatopia, Core Skills in Trauma Interventions, 2022- present
  Women's Cancer Resource Center, 2023
  CIIS, Emerging Black Clinicians Program, 2022
  CIIS, Integral Psychology Program, 2025

Adjunct Professor

2025 -Present

Southwestern College, Santa Fe, NM

- Teaching: Prepared and delivered lectures, led class discussions, and created assignments.
- Grading: Assessed student performance and graded papers, quizzes, and exams.
- Student Support: Advised students on achieving success in class, addressed their questions, and offered academic assistance as needed.
- Collaboration: Worked with colleagues on course curriculum and student learning outcomes.
- Administration: Maintained student records, provided final grades and attendance information, and followed established protocols.

CAMARA MERI RAJABARI

LICENSED MARRIAGE AND FAMILY THERAPIST

CONTACT

[redacted]
[redacted]
[redacted]
[redacted]

TRAINING

- Systemic Family Constellations, 2024
- EMDR, 2024
- Brainspotting, 2022
- Somatic Embodiedment and Regulation Strategies Certificate, 2022
- Multidisciplinary Association for Psychedelic Studies (MAPS)/ Expanded Access for MDMA Psychedelic-Assisted Therapy Research Training, 2019

CAREER MILESTONES

- **NPR's LifeKit guest interview** with Marielle Segarra, How To Deepen Your Connection With Your Ancestors, 2023
- **Co-Author, Invoking The Numinous: Ritual, Medicine, and Magic in Psychedelic Psychotherapy with Shanna Butler, PhD** published in the textbook Integral Psychedelic Therapy (Routledge Publishers), 2023
- **Ep 19: How your family history can show up as pain with Camara Rajabari, LMFT** Beyond The Pelvis Podcast, 2024

AFFILIATIONS

California Association of Marriage and Family Therapists
Member 2018 to present

New Mexico Counseling Association
Member 2024 to present

WORK EXPERIENCE, CONT.

Adjunct Professor

2020-2022

John F Kennedy University (National University), Pleasant Hill, CA

- Teaching: Prepared and delivered lectures, led class discussions, and created assignments.
- Grading: Assessed student performance and graded papers, quizzes, and exams. Syllabus: Developed and managed the syllabus to meet department and college standards.
- Student Support: Advised students on achieving success in class, addressed their questions, and offered academic assistance as needed.

Associate MFT

2019-2021

Blue Oak Therapy Center, Berkeley, CA

- Provided low-fee individual, couples, child, and family counseling to the greater east bay area.
- Supported the clinic with business and administrative tasks such as intakes, human resources, and office management.
- Key member of the Advisory and Diversity committees.

Associate MFT

2019-2021

Sage Institute, Oakland, CA

- Provided low-fee accessible Ketamine-Assisted Psychotherapy (KAP) to individuals in the greater East Bay area.
- Participates in didactic trainings on psychedelic-assisted, depth, social justice, and trauma-focused psychotherapy.
- Outreach to underserved and low-income communities for participation in psychotherapy services.

MFT Trainee

2018 - 2019

Pathways Hospice, Oakland, CA

- Provided individual, couples, child, and family counseling to the greater east bay area.
- Facilitated support groups for general loss and in-home bereavement support for children and youth.
- Met with the Hospice Interdisciplinary Group to debrief support needs for family members of recently deceased.

Non-Medical Case Manager

2016 - 2017

Livermore Veterans Administration, Livermore, CA

- Assisted wounded, ill and injured Veterans with a Post-Traumatic Stress Disorder diagnosis in learning positive approaches to daily life challenges, overcoming disabilities, learning life skills, living independently which allowed them to reintegrate back into their family and community.
- Provided comprehensive case management services, education, training, including patient advocacy by connecting clients and their families to community resources.
- Collaborated and consulted with highly skilled mental health and medical staff of the PolyTrauma Unit of Livermore Veterans Administration.

[redacted]

City of Santa Fe
Attn: Christa Hernandez / Human Services Committee

Dear Members of the Selection Committee,

I am writing to express my sincere interest in serving on the City of Santa Fe's Human Services Committee. As a lifelong Santa Fean, with deep family roots in this community going back generations, I am passionate about supporting the health and well-being of our residents, especially those facing barriers to accessing essential services.

During my high school and college summers, I had the privilege of working with the City of Santa Fe's Summer Youth Program. This early experience further deepened my connection to our community and inspired my dedication to public service.

I bring over a decade of experience in public service, most notably my eight years with the New Mexico Human Services Department (now the New Mexico Health Care Authority). My career began with processing Medicaid applications and training presumptive eligibility determiners across the state. I later served as a provider eligibility specialist, ensuring compliance with federal guidelines and state statutes. Ultimately, I became the Reporting and Intake Manager, working closely with managed care organizations administering Medicaid in New Mexico. These roles have given me a strong understanding of the systems that directly affect healthcare access for our most vulnerable populations.

Currently, I serve as the Right of Way Operations Manager with the New Mexico Department of Transportation. My work at NMDOT has further deepened my commitment to public service and the infrastructure that supports the quality of life in our state.

Joining the Human Services Committee would allow me to leverage my experience and knowledge to advocate for improved healthcare access and health-related services in our city. I am particularly interested in addressing issues related to healthcare equity and service accessibility for underserved populations.

It would be an honor to give back to the city that has given so much to me and my family. I am confident that my professional background and personal commitment make me a strong candidate for this committee.

Thank you for your time and consideration. I welcome the opportunity to contribute to the important work of the Human Services Committee.

Sincerely,

[redacted]

JEFF VALDEZ

[redacted]

PROFESSIONAL SUMMARY

Experienced and detail-oriented public service manager with over 13 years of progressive leadership in state government, including 8 years in supervisory and managerial roles. Proven success in overseeing human services and transportation programs, managing multidisciplinary teams, coordinating inter-agency initiatives, ensuring regulatory compliance, and driving strategic improvements. Demonstrated ability to lead complex programs with a strong focus on public service, equity, and operational efficiency.

EDUCATION

New Mexico State University, Las Cruces, NM
Bachelor of Science: Hotel, Restaurant & Tourism Management

PROFESSIONAL EXPERIENCE

New Mexico Department of Transportation (NMDOT) – Right of Way Bureau, Santa Fe, NM
Right of Way Operations Manager | Nov 2024 – Present

- Direct operations of three key units: Acquisition, Specialty, and Lands Abstracting.
- Ensure compliance with federal and state regulations including the Uniform Act and CFR.
- Manage staff performance, evaluations, and hiring for all supervised units.
- Foster cross-unit collaboration to streamline right of way functions and improve project delivery.
- Monitor project status, milestones, and deadlines aligned with NMDOT production timelines.

Right of Way Acquisition Supervisor | Dec 2020 – Nov 2024

- Supervised acquisition activities for transportation projects, overseeing five agents.
- Approved right of way offer and payment packages, administrative settlements, and contracts.
- Collaborated with General Counsel and Risk Management for legal and policy alignment.
- Guided agents in stakeholder communication, conflict resolution, and federal compliance.
- Maintained real-time tracking of right of way status and certification progress.

New Mexico Human Services Department (HSD) – Medical Assistance Division, Santa Fe, NM
Staff Manager, Centennial Care Contract Bureau | Oct 2017 – Dec 2020

- Led the Report & Intake Unit for oversight of Managed Care Organization (MCO) submissions.
- Created and maintained workflows, data tracking systems, and compliance processes.
- Partnered with legislative and leadership offices to respond to audit and policy requests.
- Supported Medicaid transformation initiatives and led procedural updates for reporting.
- Managed hiring, training, and evaluation of unit staff.

Social and Community Services Outreach Coordinator – Advanced
Provider Enrollment Bureau | Apr 2015 – Oct 2017

- Conducted on-site inspections and compliance reviews of Medicaid provider facilities.
- Oversaw background check processes and ensured adherence to federal screening requirements.
- Participated in the development of policy, training, and cross-agency coordination strategies.
- Produced internal and external reports and supported system design and data quality initiatives.

Social and Community Services Outreach Coordinator
Marketing & Outreach Bureau | Nov 2013 – Apr 2015

- Led statewide training for Presumptive Eligibility Determiners (PEDs).
- Developed educational materials and collaborated with providers and agencies.
- Supported electronic Medicaid application processing via YESNM-PE systems.
- Served as liaison between the Department and healthcare administrators.

Management Analyst – Operational
Marketing & Outreach Bureau | Jul 2012 – Nov 2013

- Evaluated Medicaid eligibility applications and provided analytical support to division leadership.
- Assisted in data reporting, systems operations, and program documentation.
- Collaborated on policy communication and case management for applicants and support staff.

City of Santa Fe Summer Youth Program, Santa Fe, NM
Assistant Supervisor | Summers 2008 – 2010

- Oversaw youth aides and organized daily activities for children ages 6–12.
- Assisted with program enrollment, staff coordination, and parental communication.

American Hospitality Academy, Myrtle Beach, SC
Resort Activities Intern | Summer 2011

- Facilitated guest activities and day trips, focusing on customer service and hospitality operations

CORE SKILLS

- Government Program Management
- Staff Supervision & Development
- Regulatory Compliance (CFR, Uniform Act, NMAC)
- Medicaid & Managed Care Oversight
- Strategic Planning & Operational Efficiency
- Legislative Reporting & Stakeholder Communication
- Microsoft Office (Word, Excel, Teams, PowerPoint)

REFERENCES

Available upon request.